

AMENDED IN ASSEMBLY APRIL 22, 2014

CALIFORNIA LEGISLATURE—2013–14 REGULAR SESSION

**ASSEMBLY BILL**

**No. 2747**

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**Introduced by Committee on Judiciary (Assembly Members  
Wieckowski (Chair), Alejo, Chau, Dickinson, Garcia, Muratsuchi,  
and Stone)**

March 4, 2014

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~~An act to amend Section 8214.15 of the Government Code, relating to notaries public.~~ *An act to amend Sections 1633.3, 1936, and 1942.2 of the Civil Code, to amend Sections 415.46, 1174.25, 1174.3, 1501.5, 1571, 1987, and 2025.510 of the Code of Civil Procedure, to amend Sections 912 and 1038.2 of the Evidence Code, to amend Sections 504 and 2251 of the Family Code, to amend Sections 831.7, 60371, 68631, and 68632 of, to add Sections 6103.13 and 68631.5 to, and to repeal Section 1456 of, the Government Code, to amend Section 1569.698 of the Health and Safety Code, to amend Section 11163.3 of the Penal Code, to amend Sections 1811, 1812, 1813, 2356.5, and 6401 of the Probate Code, to amend Section 21189.2 of the Public Resources Code, and to repeal Chapter 4.2 (commencing with Section 10830) of Part 2 of Division 9 of the Welfare and Institutions Code, relating to civil law.*

LEGISLATIVE COUNSEL'S DIGEST

AB 2747, as amended, Committee on Judiciary. ~~Notaries public: civil penalties.~~ *Civil law: omnibus bill.*

*(1) Existing law, the Uniform Electronic Transactions Act, generally allows parties to contract to conduct transactions by electronic means and imposes specified requirements on electronic transactions. That act does not apply to specific transactions, including a transaction*

*regarding security for a rental agreement for residential property that is used as the dwelling of the tenant.*

*This bill would remove those security transactions from the list of transactions to which the Uniform Electronic Transactions Act does not apply.*

*(2) Existing law governs contracts between vehicle rental companies and their customers. Existing law, until January 1, 2015, requires a rental company or its registered agent to accept service of a summons and complaint and any other required documents against a renter who resides out of this country for an accident or collision resulting from the operation of the rental vehicle in this state, if the rental company provides liability insurance coverage as part of, or associated with, the rental agreement. Existing law requires any plaintiff who elects to serve the foreign renter by delivering the summons and complaint and any other required documents to the rental company pursuant to these provisions to agree to limit his or her recovery against the foreign renter and rental company to the limits of the protection of the liability insurance.*

*This bill would extend these requirements until January 1, 2020.*

*(3) Existing law governs the obligations of tenants and landlords under a lease or tenancy. Existing law authorizes a tenant who has made a payment to a public utility or publicly owned utility to deduct the amount of the payment from the rent when due, as specified.*

*This bill would additionally authorize a tenant who has made a payment to a district for public utility service to deduct the amount of the payment from the rent when due, as specified.*

*Existing law provides that whenever a district, as defined, furnishes residential light, heat, water, or power through a master meter, or furnishes individually metered service in a multiunit residential structure, mobilehome park, or farm labor camp where the owner, manager, or farm labor employer is listed by the district as the customer of record, the district is required to make every good faith effort to inform the actual users of the services, by means of a specified notice, when the account is in arrears, that service will be terminated at least 10 days prior to termination and further provides for the district to make service available to actual users who are willing and able to assume responsibility for the entire account.*

*This bill would additionally require a district to provide that notice to actual users in a single-family dwelling. The bill would require that the notice be written in English, Spanish, Chinese, Tagalog, Vietnamese,*

and Korean. The bill would instead provide for the district to make service available to actual users who are willing and able to assume responsibility for subsequent charges to the account. By imposing on special districts additional requirements regarding termination of residential utility service, the bill would impose a state-mandated local program.

(4) Existing law generally provides, in an unlawful detainer action, that if an owner or owner's agent has obtained service of a prejudgment claim of right to possession, as specified, no occupant of the premises, whether or not that occupant is named in the judgment for possession, may object to the enforcement of the judgment against that occupant by filing a claim of right to possession as prescribed. Existing law provides, in any action for unlawful detainer resulting from a foreclosure sale of a rental housing unit pursuant to specified provisions, that the above provisions regarding objection to the enforcement of a judgment do not limit the right of a tenant or subtenant to file a prejudgment claim of right of possession or to object to enforcement of a judgment for possession by filing a claim of right to possession, regardless of whether the tenant or subtenant was served with a prejudgment claim of right to possession, as specified. Existing law includes the forms for claim of right to possession and for service of a prejudgment claim of right to possession.

This bill, with regard to the foreclosure sale provision in existing law, would make conforming changes to statutory provisions and statutory forms regarding claim of right to possession and prejudgment claim of right to possession.

(5) Existing law, known as the Unclaimed Property Law, provides for the escheat to the state of, among other property, certain personal property held or owing in the ordinary course of the holder's business. Existing law declares the intent of the Legislature to adopt a more expansive notification component as part of the unclaimed property program that has a waiting period of not less than 18 months from delivery of property to the state prior to disposal of any unclaimed property deemed to have no commercial value. The Unclaimed Property Law also vests the Commissioner of Financial Institutions with full authority to examine the records of any banking organization and any savings association doing business within this state for the purposes of determining compliance pursuant to its provisions.

This bill would modify the declaration of legislative intent to provide for a 7-year waiting period from delivery of property to the state prior

to the disposal of unclaimed property. The bill would also update an obsolete reference.

(6) Existing law requires personal service, with certain exceptions, of a subpoena requiring the appearance of a witness. The appearance of a party or an officer, director, or managing agent of a party, however, may be compelled by written notes in lieu of a subpoena.

This bill would also permit the appearance of an employee of a party to be compelled by written notices to the party employing the witness in lieu of personally serving the employee with a subpoena.

(7) Existing law requires the party noticing a deposition to bear the cost of stenographically transcribing the deposition, unless the court, on motion and for good cause shown, orders that the cost be borne or shared by another party. Existing law provides that any other party or the deponent is authorized to obtain a copy of the transcript at the expense of that party or deponent. Existing law requires the requesting attorney or party appearing in propria persona to timely pay the deposition officer or the entity providing the services of the deposition officer for the transcription or copy of the transcription and any other requested deposition product or service, as defined.

This bill would, unless the parties agree otherwise, require a party or a party's attorney who disputes the reasonableness of fees charged by a deposition officer or an entity providing the services of a deposition officer for a deposition transcription or copy of a transcription, or any other deposition product or service, as specified, to file an independent civil action to determine the reasonableness of the fees charged.

(8) Existing law governs the admissibility of evidence in court proceedings and permits a person to claim an evidentiary privilege for confidential communications between that person and a specified individual, including, but not limited to, a lawyer, physician, clergy member, sexual assault counselor, and domestic violence counselor, among others, and the communication is presumed to have been made in confidence. Existing law provides that the right to claim the evidentiary privilege for confidential communications is waived if any holder of the privilege has, without coercion, disclosed a significant part of the communication or consented to disclosure of the communication, as specified.

This bill would provide that the evidentiary privilege for confidential communications made between a victim, as defined, and a human trafficking counselor are presumed to have been made in confidence, and would apply the above-described waiver provision to the disclosure

*of those communications. The bill would also make technical, nonsubstantive changes to these provisions.*

*(9) Existing law authorizes the county clerk to issue a confidential marriage license upon the personal appearance together of the parties to be married, except as specified, and their payment of certain fees. Existing law provides that a confidential marriage license is valid only for a period of 90 days after its issuance by the county clerk and requires that it be used only in the county in which it was issued.*

*This bill would delete the requirement that a confidential marriage license only be used in the county in which it was issued.*

*(10) Existing law specifies the circumstances under which a marriage is void or voidable. Existing law requires a court, if a determination is made that a marriage is void or voidable and either party believed in good faith that the marriage was valid, to declare the party or parties to have the status of putative spouse and to divide the property that would have been community property if the marriage was valid as if it were community property.*

*This bill would prohibit the court from making these declarations or orders unless the party or parties that believed in good faith that the marriage was valid request the court to do so.*

*(11) Existing law governs the tort liability and immunity of, and claims and actions against, a public entity. Existing law provides that neither a public entity nor a public employee is liable to a person who participates in a hazardous recreational activity, defined to include, among other things, bicycle racing or jumping and mountain bicycling.*

*This bill would include bicycle motocross within the definition of a hazardous recreational activity.*

*(12) Existing law requires the official bond of the Secretary of State to be filed in the office of the Treasurer after it is recorded.*

*This bill would repeal that provision.*

*(13) Existing law exempts the state, any county, city, district, or other political subdivision, any public officer or body, acting in his or her official capacity on behalf of the state, county, city, district, or other district or other political subdivision, from paying or depositing any fee for the filing of any document or paper, for the performance of any official service, or for the filing of any stipulation or agreement which may constitute an appearance in any court by any other party to the stipulation or agreement, except as specified.*

*Existing law requires the property of a decedent's estate to be appraised by a probate referee, the personal representative of the estate,*

*or an independent expert, as specified. Existing law provides that, upon designation by the court, a probate referee has all the powers of a referee of the superior court.*

*This bill would exempt a probate referee acting in his or her official capacity and who performs any act authorized or required pursuant to the Probate Code from paying or depositing specified fees in any proceeding that may constitute an appearance by a party to a legal proceeding, except as specified.*

*(14) Existing law requires the court to grant a fee waiver to an applicant at any stage of the proceedings at both the appellate and trial court levels if the applicant meets specified standards of eligibility and application requirements, including a person who is receiving certain public benefits, such as Supplemental Security Income. An initial fee waiver excuses the applicant from paying fees for the first pleading or other paper, and other court fees and costs, unless the court orders the applicant to make partial payments, as specified.*

*This bill would authorize the court, upon the establishment of a conservatorship or guardianship, to collect all or part of any fees waived from the estate of the conservatee or ward if the court finds that the estate has the ability to pay the fees, or a portion thereof, immediately, over a period of time, or under an equitable agreement, without using moneys that normally would pay for the common necessities of life for the applicant and the applicant's family. This bill would provide, for the purposes of these provisions for fee waivers, that an "applicant" is deemed to be a conservatee, ward, or person for whom a conservatorship or guardianship is sought, and "petitioner" is deemed to be the conservator, guardian, or person or persons seeking to establish the conservatorship or guardianship. This bill would permit a person who files a petition for appointment of a fiduciary in a guardianship or conservatorship, or files pleadings as the appointed fiduciary of a conservatee or ward, when the financial condition of the conservatee or ward meets the standards for a fee waiver, to proceed without paying court fees and costs. This bill would also clarify that assessments for specified court investigations for the establishment of a conservatorship or guardianship are included as court fees and costs to be excused under an initial fee waiver.*

*(15) Existing law authorizes a county to establish an interagency domestic violence death review team to assist local agencies in identifying and reviewing domestic violence deaths, and authorizes the confidential disclosure by an individual or agency of written or oral*

information, including those that are subject to the evidentiary privilege for confidential communications, as specified.

This bill would authorize the confidential disclosure of communications protected by the human trafficking caseworker-victim privilege. The bill would also revise a cross-reference in this provision.

(16) Existing law governs the disposal of a decedent's estate by intestate succession and declares that the surviving spouse or surviving domestic partner is entitled to a specified share of the decedent's separate property that is not effectively disposed of by will.

This bill would delete the reference to a surviving domestic partner from this provision.

(17) The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report (EIR) on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment.

CEQA establishes procedures for creating the administrative record and judicial review procedure for any action or proceeding brought to challenge the lead agency's decision to certify the EIR or to grant project approvals.

The Jobs and Economic Improvement Through Environmental Leadership Act of 2011 establishes, until January 1, 2017, alternative procedures for creating the administrative record and specified judicial review procedures for the judicial review of the EIR and approvals granted for a leadership project related to the development of a residential, retail, commercial, sports, cultural, entertainment, or recreational use project, or clean renewable energy or clean energy manufacturing project. The act authorizes the Governor, upon application, to certify a leadership project for streamlining pursuant to the act if certain conditions are met. The act requires the Judicial Council to report to the Legislature on or before January 1, 2015, on the effects of the act, including specific information on benefits, costs, and detriments.

*The bill would require instead that the Judicial Council report to the Legislature on or before January 1, 2017, on the effects of the act on the administration of justice.*

*(18) Existing law requires each county to provide cash assistance and other social services to needy families through the California Work Opportunity and Responsibility to Kids (CalWORKs) program using federal Temporary Assistance to Needy Families block grant program, state, and county funds. Under the CalWORKs program, a county may make a restricted payment directly to a vendor when a recipient of homeless assistance benefits has mismanaged funds or has requested the restricted payment.*

*Existing law authorizes a county, or 2 or more counties, to implement 3-year CalWORKs demonstration projects to test alternative methods of service delivery, if the county receives approval from the Director of Social Services. Existing law also specifically authorizes the director to conduct a demonstration project in Kern County pertaining to restricted payments under the CalWORKs program. Existing law limits the duration of this demonstration project to a period of not more than 3 years.*

*This bill would repeal the provisions authorizing that demonstration project in Kern County.*

*(19) The bill would also make technical, nonsubstantive changes to provisions relating to health facilities and conservatorships.*

*(20) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.*

*This bill would provide that no reimbursement is required by this act for a specified reason.*

~~Existing law authorizes the Secretary of State to appoint and commission notaries public in such number as the secretary deems necessary for the public convenience. Existing law authorizes the secretary to refuse to appoint any person as notary public or to revoke or suspend the commission of any notary public upon specified grounds. Existing law also makes specified violations by a notary public punishable by a civil penalty not to exceed \$750 or \$1,500.~~

~~This bill would make a willful failure by a notary public to discharge fully and faithfully any of the duties or responsibilities of a notary public punishable by a civil fine not to exceed \$1,500.~~



Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: ~~no~~-yes.

*The people of the State of California do enact as follows:*

1     SECTION 1. *It is the intent of the Legislature in amending*  
2     *Sections 415.46, 1174.25, and 1174.3 of the Code of Civil*  
3     *Procedure to appropriately update statutory language and*  
4     *statutory forms to properly reflect the changes to law enacted by*  
5     *Assembly Bill 2610, Chapter 562 of the Statutes of 2012.*

6     SEC. 2. *Section 1633.3 of the Civil Code, as amended by*  
7     *Section 16.5 of Chapter 605 of the Statutes of 2013, is amended*  
8     *to read:*

9     1633.3. (a) Except as otherwise provided in subdivisions (b)  
10    and (c), this title applies to electronic records and electronic  
11    signatures relating to a transaction.

12    (b) This title does not apply to transactions subject to the  
13    following laws:

14    (1) A law governing the creation and execution of wills, codicils,  
15    or testamentary trusts.

16    (2) Division 1 (commencing with Section 1101) of the Uniform  
17    Commercial Code, except Sections 1206 and 1306.

18    (3) Divisions 3 (commencing with Section 3101), 4  
19    (commencing with Section 4101), 5 (commencing with Section  
20    5101), 8 (commencing with Section 8101), 9 (commencing with  
21    Section 9101), and 11 (commencing with Section 11101) of the  
22    Uniform Commercial Code.

23    (4) A law that requires that specifically identifiable text or  
24    disclosures in a record or a portion of a record be separately signed,  
25    including initialed, from the record. However, this paragraph does  
26    not apply to Section 1677 or 1678 of this code or Section 1298 of  
27    the Code of Civil Procedure.

28    (c) This title does not apply to any specific transaction described  
29    in Section 17511.5 of the Business and Professions Code, Section  
30    56.11, 56.17, 798.14, 1133, or 1134 of, Section 1689.6, 1689.7,  
31    or 1689.13 of, Chapter 2.5 (commencing with Section 1695) of  
32    Title 5 of Part 2 of Division 3 of, Section 1720, 1785.15, 1789.14,  
33    1789.16, or 1793.23 of, Chapter 1 (commencing with Section  
34    1801) of Title 2 of Part 4 of Division 3 of, Section 1861.24, 1862.5,  
35    1917.712, 1917.713, ~~1950.5~~, 1950.6, 1983, 2924b, 2924c, 2924f,

1 2924i, 2924j, 2924.3, or 2937 of, Article 1.5 (commencing with  
2 Section 2945) of Chapter 2 of Title 14 of Part 4 of Division 3 of,  
3 Section 2954.5 or 2963 of, Chapter 2b (commencing with Section  
4 2981) or 2d (commencing with Section 2985.7) of Title 14 of Part  
5 4 of Division 3 of, Section 3071.5 of, Part 5 (commencing with  
6 Section 4000) of Division 4 of, or Part 5.3 (commencing with  
7 Section 6500) of Division 4 of this code, subdivision (b) of Section  
8 18608 or Section 22328 of the Financial Code, Section 1358.15,  
9 1365, 1368.01, 1368.1, 1371, or 18035.5 of the Health and Safety  
10 Code, Section 662, paragraph (2) of subdivision (a) of Section  
11 663, 664, 667.5, 673, 677, paragraph (2) of subdivision (a) of  
12 Section 678, subdivisions (a) and (b) of Section 678.1, Section  
13 786, 10113.7, 10127.7, 10127.9, 10127.10, 10192.18, 10199.44,  
14 10199.46, 10235.16, 10235.40, 10509.4, 10509.7, 11624.09, or  
15 11624.1 of the Insurance Code, Section 779.1, 10010.1, or 16482  
16 of the Public Utilities Code, or Section 9975 or 11738 of the  
17 Vehicle Code. An electronic record may not be substituted for any  
18 notice that is required to be sent pursuant to Section 1162 of the  
19 Code of Civil Procedure. Nothing in this subdivision shall be  
20 construed to prohibit the recordation of any document with a county  
21 recorder by electronic means.

22 (d) This title applies to an electronic record or electronic  
23 signature otherwise excluded from the application of this title under  
24 subdivision (b) when used for a transaction subject to a law other  
25 than those specified in subdivision (b).

26 (e) A transaction subject to this title is also subject to other  
27 applicable substantive law.

28 (f) The exclusion of a transaction from the application of this  
29 title under subdivision (b) or (c) shall be construed only to exclude  
30 the transaction from the application of this title, but shall not be  
31 construed to prohibit the transaction from being conducted by  
32 electronic means if the transaction may be conducted by electronic  
33 means under any other applicable law.

34 (g) This section shall remain in effect only until January 1, 2019,  
35 and as of that date is repealed, unless a later enacted statute, that  
36 is enacted before January 1, 2019, deletes or extends that date.

37 *SEC. 3. Section 1633.3 of the Civil Code, as added by Section*  
38 *3 of Chapter 369 of the Statutes of 2013, is amended to read:*

1 1633.3. (a) Except as otherwise provided in subdivisions (b)  
2 and (c), this title applies to electronic records and electronic  
3 signatures relating to a transaction.

4 (b) This title does not apply to transactions subject to the  
5 following laws:

6 (1) A law governing the creation and execution of wills, codicils,  
7 or testamentary trusts.

8 (2) Division 1 (commencing with Section 1101) of the Uniform  
9 Commercial Code, except Sections 1206 and 1306.

10 (3) Divisions 3 (commencing with Section 3101), 4  
11 (commencing with Section 4101), 5 (commencing with Section  
12 5101), 8 (commencing with Section 8101), 9 (commencing with  
13 Section 9101), and 11 (commencing with Section 11101) of the  
14 Uniform Commercial Code.

15 (4) A law that requires that specifically identifiable text or  
16 disclosures in a record or a portion of a record be separately signed,  
17 including initialed, from the record. However, this paragraph does  
18 not apply to Section 1677 or 1678 of this code or Section 1298 of  
19 the Code of Civil Procedure.

20 (c) This title does not apply to any specific transaction described  
21 in Section 17511.5 of the Business and Professions Code, Section  
22 56.11, 56.17, 798.14, 1133, or 1134 of, Section 1689.6, 1689.7,  
23 or 1689.13 of, Chapter 2.5 (commencing with Section 1695) of  
24 Title 5 of Part 2 of Division 3 of, Section 1720, 1785.15, 1789.14,  
25 1789.16, or 1793.23 of, Chapter 1 (commencing with Section  
26 1801) of Title 2 of Part 4 of Division 3 of, Section 1861.24, 1862.5,  
27 1917.712, 1917.713, ~~1950.5~~, 1950.6, 1983, 2924b, 2924c, 2924f,  
28 2924i, 2924j, 2924.3, or 2937 of, Article 1.5 (commencing with  
29 Section 2945) of Chapter 2 of Title 14 of Part 4 of Division 3 of,  
30 Section 2954.5 or 2963 of, Chapter 2b (commencing with Section  
31 2981) or 2d (commencing with Section 2985.7) of Title 14 of Part  
32 4 of Division 3 of, Section 3071.5 of Part 5 (commencing with  
33 Section 4000) of Division 4 of, or Part 5.3 (commencing with  
34 Section 6500) of Division 4 of this code, subdivision (b) of Section  
35 18608 or Section 22328 of the Financial Code, Section 1358.15,  
36 1365, 1368.01, 1368.1, 1371, or 18035.5 of the Health and Safety  
37 Code, Section 662, 663, 664, 667.5, 673, 677, 678, 678.1, 786,  
38 10086, 10113.7, 10127.7, 10127.9, 10127.10, 10192.18, 10199.44,  
39 10199.46, 10235.16, 10235.40, 10509.4, 10509.7, 11624.09, or  
40 11624.1 of the Insurance Code, Section 779.1, 10010.1, or 16482

1 of the Public Utilities Code, or Section 9975 or 11738 of the  
2 Vehicle Code. An electronic record may not be substituted for any  
3 notice that is required to be sent pursuant to Section 1162 of the  
4 Code of Civil Procedure. Nothing in this subdivision shall be  
5 construed to prohibit the recordation of any document with a county  
6 recorder by electronic means.

7 (d) This title applies to an electronic record or electronic  
8 signature otherwise excluded from the application of this title under  
9 subdivision (b) when used for a transaction subject to a law other  
10 than those specified in subdivision (b).

11 (e) A transaction subject to this title is also subject to other  
12 applicable substantive law.

13 (f) The exclusion of a transaction from the application of this  
14 title under subdivision (b) or (c) shall be construed only to exclude  
15 the transaction from the application of this title, but shall not be  
16 construed to prohibit the transaction from being conducted by  
17 electronic means if the transaction may be conducted by electronic  
18 means under any other applicable law.

19 (g) This section shall become operative on January 1, 2019.

20 *SEC. 4. Section 1936 of the Civil Code, as amended by Section*  
21 *1 of Chapter 549 of the Statutes of 2013, is amended to read:*

22 1936. (a) For the purpose of this section, the following  
23 definitions shall apply:

24 (1) “Rental company” means a person or entity in the business  
25 of renting passenger vehicles to the public.

26 (2) “Renter” means any person in a manner obligated under a  
27 contract for the lease or hire of a passenger vehicle from a rental  
28 company for a period of less than 30 days.

29 (3) “Authorized driver” means (A) the renter, (B) the renter’s  
30 spouse if that person is a licensed driver and satisfies the rental  
31 company’s minimum age requirement, (C) the renter’s employer  
32 or coworker if he or she is engaged in business activity with the  
33 renter, is a licensed driver, and satisfies the rental company’s  
34 minimum age requirement, and (D) a person expressly listed by  
35 the rental company on the renter’s contract as an authorized driver.

36 (4) (A) “Customer facility charge” means any fee, including  
37 an alternative fee, required by an airport to be collected by a rental  
38 company from a renter for any of the following purposes:

39 (i) To finance, design, and construct consolidated airport car  
40 rental facilities.

1 (ii) To finance, design, construct, and operate common-use  
2 transportation systems that move passengers between airport  
3 terminals and those consolidated car rental facilities, and acquire  
4 vehicles for use in that system.

5 (iii) To finance, design, and construct terminal modifications  
6 solely to accommodate and provide customer access to  
7 common-use transportation systems.

8 (B) The aggregate amount to be collected shall not exceed the  
9 reasonable costs, as determined by an audit, by an independent  
10 auditor, paid for by the airport, to finance, design, and construct  
11 those facilities. The auditor shall independently examine and  
12 substantiate the necessity for and the amount of the customer  
13 facility charge, including whether the airport's actual or projected  
14 costs are supported and justified, any steps the airport may take to  
15 limit costs, potential alternatives for meeting the airport's revenue  
16 needs other than the collection of the fee, and whether and to what  
17 extent car rental companies or other businesses or individuals using  
18 the facility or common-use transportation system may pay for the  
19 costs associated with these facilities and systems other than the  
20 fee from rental customers, or whether the airport did not comply  
21 with any provision of this subparagraph. Copies of the audit shall  
22 be provided to the Assembly and Senate Committees on Judiciary,  
23 the Assembly Committee on Transportation, and the Senate  
24 Committee on Transportation and Housing and shall be posted on  
25 the airport's Internet Web site. In the case of a customer facility  
26 charge for a common-use transportation system, the audit also  
27 shall consider the reasonable costs of providing the transit system  
28 or busing network pursuant to clause (ii) of subparagraph (A). Any  
29 audit required by this subparagraph may be included as a part of  
30 an audit of an airport's finances. Notwithstanding clause (iii) of  
31 subparagraph (A), the fees designated as a customer facility charge  
32 shall not be used to pay for terminal expansion, gate expansion,  
33 runway expansion, changes in hours of operation, or changes in  
34 the number of flights arriving or departing from the airport.

35 (C) Except as provided in subparagraph (D), the authorization  
36 given pursuant to this section for an airport to impose a customer  
37 facility charge shall become inoperative when the bonds used for  
38 financing are paid.

39 (D) If a bond or other form of indebtedness is not used for  
40 financing, or the bond or other form of indebtedness used for

1 financing has been paid, the Oakland International Airport may  
2 require the collection of a customer facility charge for a period of  
3 up to 10 years from the imposition of the charge for the purposes  
4 allowed by, and subject to the conditions imposed by, this section.

5 (5) "Damage waiver" means a rental company's agreement not  
6 to hold a renter liable for all or any portion of any damage or loss  
7 related to the rented vehicle, any loss of use of the rented vehicle,  
8 or any storage, impound, towing, or administrative charges.

9 (6) "Electronic surveillance technology" means a technological  
10 method or system used to observe, monitor, or collect information,  
11 including telematics, Global Positioning System (GPS), wireless  
12 technology, or location-based technologies. "Electronic  
13 surveillance technology" does not include event data recorders  
14 (EDR), sensing and diagnostic modules (SDM), or other systems  
15 that are used either:

16 (A) For the purpose of identifying, diagnosing, or monitoring  
17 functions related to the potential need to repair, service, or perform  
18 maintenance on the rental vehicle.

19 (B) As part of the vehicle's airbag sensing and diagnostic system  
20 in order to capture safety systems-related data for retrieval after a  
21 crash has occurred or in the event that the collision sensors are  
22 activated to prepare the decisionmaking computer to make the  
23 determination to deploy or not to deploy the airbag.

24 (7) "Estimated time for replacement" means the number of hours  
25 of labor, or fraction thereof, needed to replace damaged vehicle  
26 parts as set forth in collision damage estimating guides generally  
27 used in the vehicle repair business and commonly known as "crash  
28 books."

29 (8) "Estimated time for repair" means a good faith estimate of  
30 the reasonable number of hours of labor, or fraction thereof, needed  
31 to repair damaged vehicle parts.

32 (9) "Membership program" means a service offered by a rental  
33 company that permits customers to bypass the rental counter and  
34 go directly to the car previously reserved. A membership program  
35 shall meet all of the following requirements:

36 (A) The renter initiates enrollment by completing an application  
37 on which the renter can specify a preference for type of vehicle  
38 and acceptance or declination of optional services.

1 (B) The rental company fully discloses, prior to the enrollee's  
2 first rental as a participant in the program, all terms and conditions  
3 of the rental agreement as well as all required disclosures.

4 (C) The renter may terminate enrollment at any time.

5 (D) The rental company fully explains to the renter that  
6 designated preferences, as well as acceptance or declination of  
7 optional services, may be changed by the renter at any time for  
8 the next and future rentals.

9 (E) An employee designated to receive the form specified in  
10 subparagraph (C) of paragraph (1) of subdivision (t) is present at  
11 the lot where the renter takes possession of the car, to receive any  
12 change in the rental agreement from the renter.

13 (10) "Passenger vehicle" means a passenger vehicle as defined  
14 in Section 465 of the Vehicle Code.

15 (b) Except as limited by subdivision (c), a rental company and  
16 a renter may agree that the renter will be responsible for no more  
17 than all of the following:

18 (1) Physical or mechanical damage to the rented vehicle up to  
19 its fair market value, as determined in the customary market for  
20 the sale of that vehicle, resulting from collision regardless of the  
21 cause of the damage.

22 (2) Loss due to theft of the rented vehicle up to its fair market  
23 value, as determined in the customary market for the sale of that  
24 vehicle, provided that the rental company establishes by clear and  
25 convincing evidence that the renter or the authorized driver failed  
26 to exercise ordinary care while in possession of the vehicle. In  
27 addition, the renter shall be presumed to have no liability for any  
28 loss due to theft if (A) an authorized driver has possession of the  
29 ignition key furnished by the rental company or an authorized  
30 driver establishes that the ignition key furnished by the rental  
31 company was not in the vehicle at the time of the theft, and (B) an  
32 authorized driver files an official report of the theft with the police  
33 or other law enforcement agency within 24 hours of learning of  
34 the theft and reasonably cooperates with the rental company and  
35 the police or other law enforcement agency in providing  
36 information concerning the theft. The presumption set forth in this  
37 paragraph is a presumption affecting the burden of proof which  
38 the rental company may rebut by establishing that an authorized  
39 driver committed, or aided and abetted the commission of, the  
40 theft.

1 (3) Physical damage to the rented vehicle up to its fair market  
2 value, as determined in the customary market for the sale of that  
3 vehicle, resulting from vandalism occurring after, or in connection  
4 with, the theft of the rented vehicle. However, the renter shall have  
5 no liability for any damage due to vandalism if the renter would  
6 have no liability for theft pursuant to paragraph (2).

7 (4) Physical damage to the rented vehicle up to a total of five  
8 hundred dollars (\$500) resulting from vandalism unrelated to the  
9 theft of the rented vehicle.

10 (5) Actual charges for towing, storage, and impound fees paid  
11 by the rental company if the renter is liable for damage or loss.

12 (6) An administrative charge, which shall include the cost of  
13 appraisal and all other costs and expenses incident to the damage,  
14 loss, repair, or replacement of the rented vehicle.

15 (c) The total amount of the renter's liability to the rental  
16 company resulting from damage to the rented vehicle shall not  
17 exceed the sum of the following:

18 (1) The estimated cost of parts which the rental company would  
19 have to pay to replace damaged vehicle parts. All discounts and  
20 price reductions or adjustments that are or will be received by the  
21 rental company shall be subtracted from the estimate to the extent  
22 not already incorporated in the estimate, or otherwise promptly  
23 credited or refunded to the renter.

24 (2) The estimated cost of labor to replace damaged vehicle parts,  
25 which shall not exceed the product of (A) the rate for labor usually  
26 paid by the rental company to replace vehicle parts of the type that  
27 were damaged and (B) the estimated time for replacement. All  
28 discounts and price reductions or adjustments that are or will be  
29 received by the rental company shall be subtracted from the  
30 estimate to the extent not already incorporated in the estimate, or  
31 otherwise promptly credited or refunded to the renter.

32 (3) (A) The estimated cost of labor to repair damaged vehicle  
33 parts, which shall not exceed the lesser of the following:

34 (i) The product of the rate for labor usually paid by the rental  
35 company to repair vehicle parts of the type that were damaged and  
36 the estimated time for repair.

37 (ii) The sum of the estimated labor and parts costs determined  
38 under paragraphs (1) and (2) to replace the same vehicle parts.

39 (B) All discounts and price reductions or adjustments that are  
40 or will be received by the rental company shall be subtracted from



1 the estimate to the extent not already incorporated in the estimate,  
2 or otherwise promptly credited or refunded to the renter.

3 (4) For the purpose of converting the estimated time for repair  
4 into the same units of time in which the rental rate is expressed, a  
5 day shall be deemed to consist of eight hours.

6 (5) Actual charges for towing, storage, and impound fees paid  
7 by the rental company.

8 (6) The administrative charge described in paragraph (6) of  
9 subdivision (b) shall not exceed (A) fifty dollars (\$50) if the total  
10 estimated cost for parts and labor is more than one hundred dollars  
11 (\$100) up to and including five hundred dollars (\$500), (B) one  
12 hundred dollars (\$100) if the total estimated cost for parts and  
13 labor exceeds five hundred dollars (\$500) up to and including one  
14 thousand five hundred dollars (\$1,500), and (C) one hundred fifty  
15 dollars (\$150) if the total estimated cost for parts and labor exceeds  
16 one thousand five hundred dollars (\$1,500). An administrative  
17 charge shall not be imposed if the total estimated cost of parts and  
18 labor is one hundred dollars (\$100) or less.

19 (d) (1) The total amount of an authorized driver's liability to  
20 the rental company, if any, for damage occurring during the  
21 authorized driver's operation of the rented vehicle shall not exceed  
22 the amount of the renter's liability under subdivision (c).

23 (2) A rental company shall not recover from the renter or other  
24 authorized driver an amount exceeding the renter's liability under  
25 subdivision (c).

26 (3) A claim against a renter resulting from damage or loss,  
27 excluding loss of use, to a rental vehicle shall be reasonably and  
28 rationally related to the actual loss incurred. A rental company  
29 shall mitigate damages where possible and shall not assert or collect  
30 a claim for physical damage which exceeds the actual costs of the  
31 repairs performed or the estimated cost of repairs, if the rental  
32 company chooses not to repair the vehicle, including all discounts  
33 and price reductions. However, if the vehicle is a total loss vehicle,  
34 the claim shall not exceed the total loss vehicle value established  
35 in accordance with procedures that are customarily used by  
36 insurance companies when paying claims on total loss vehicles,  
37 less the proceeds from salvaging the vehicle, if those proceeds are  
38 retained by the rental company.

39 (4) If insurance coverage exists under the renter's applicable  
40 personal or business insurance policy and the coverage is confirmed

1 during regular business hours, the renter may require that the rental  
2 company submit any claims to the renter's applicable personal or  
3 business insurance carrier. The rental company shall not make any  
4 written or oral representations that it will not present claims or  
5 negotiate with the renter's insurance carrier. For purposes of this  
6 paragraph, confirmation of coverage includes telephone  
7 confirmation from insurance company representatives during  
8 regular business hours. Upon request of the renter and after  
9 confirmation of coverage, the amount of claim shall be resolved  
10 between the insurance carrier and the rental company. The renter  
11 shall remain responsible for payment to the rental car company  
12 for any loss sustained that the renter's applicable personal or  
13 business insurance policy does not cover.

14 (5) A rental company shall not recover from the renter or other  
15 authorized driver for an item described in subdivision (b) to the  
16 extent the rental company obtains recovery from another person.

17 (6) This section applies only to the maximum liability of a renter  
18 or other authorized driver to the rental company resulting from  
19 damage to the rented vehicle and not to the liability of another  
20 person.

21 (e) (1) Except as provided in subdivision (f), a damage waiver  
22 shall provide or, if not expressly stated in writing, shall be deemed  
23 to provide that the renter has no liability for a damage, loss, loss  
24 of use, or a cost or expense incident thereto.

25 (2) Except as provided in subdivision (f), every limitation,  
26 exception, or exclusion to a damage waiver is void and  
27 unenforceable.

28 (f) A rental company may provide in the rental contract that a  
29 damage waiver does not apply under any of the following  
30 circumstances:

31 (1) Damage or loss results from an authorized driver's (A)  
32 intentional, willful, wanton, or reckless conduct, (B) operation of  
33 the vehicle under the influence of drugs or alcohol in violation of  
34 Section 23152 of the Vehicle Code, (C) towing or pushing  
35 anything, or (D) operation of the vehicle on an unpaved road if  
36 the damage or loss is a direct result of the road or driving  
37 conditions.

38 (2) Damage or loss occurs while the vehicle is (A) used for  
39 commercial hire, (B) used in connection with conduct that could  
40 be properly charged as a felony, (C) involved in a speed test or

1 contest or in driver training activity, (D) operated by a person other  
2 than an authorized driver, or (E) operated outside the United States.

3 (3) An authorized driver who has (A) provided fraudulent  
4 information to the rental company, or (B) provided false  
5 information and the rental company would not have rented the  
6 vehicle if it had instead received true information.

7 (g) (1) A rental company that offers or provides a damage  
8 waiver for any consideration in addition to the rental rate shall  
9 clearly and conspicuously disclose the following information in  
10 the rental contract or holder in which the contract is placed and,  
11 also, in signs posted at the place, such as the counter, where the  
12 renter signs the rental contract, and, for renters who are enrolled  
13 in the rental company's membership program, in a sign that shall  
14 be posted in a location clearly visible to those renters as they enter  
15 the location where their reserved rental cars are parked or near the  
16 exit of the bus or other conveyance that transports the enrollee to  
17 a reserved car: (A) the nature of the renter's liability, such as  
18 liability for all collision damage regardless of cause, (B) the extent  
19 of the renter's liability, such as liability for damage or loss up to  
20 a specified amount, (C) the renter's personal insurance policy or  
21 the credit card used to pay for the car rental transaction may  
22 provide coverage for all or a portion of the renter's potential  
23 liability, (D) the renter should consult with his or her insurer to  
24 determine the scope of insurance coverage, including the amount  
25 of the deductible, if any, for which the renter is obligated, (E) the  
26 renter may purchase an optional damage waiver to cover all  
27 liability, subject to whatever exceptions the rental company  
28 expressly lists that are permitted under subdivision (f), and (F) the  
29 range of charges for the damage waiver.

30 (2) In addition to the requirements of paragraph (1), a rental  
31 company that offers or provides a damage waiver shall orally  
32 disclose to all renters, except those who are participants in the  
33 rental company's membership program, that the damage waiver  
34 may be duplicative of coverage that the customer maintains under  
35 his or her own policy of motor vehicle insurance. The renter's  
36 receipt of the oral disclosure shall be demonstrated through the  
37 renter's acknowledging receipt of the oral disclosure near that part  
38 of the contract where the renter indicates, by the renter's own  
39 initials, his or her acceptance or declination of the damage waiver.  
40 Adjacent to that same part, the contract also shall state that the

1 damage waiver is optional. Further, the contract for these renters  
2 shall include a clear and conspicuous written disclosure that the  
3 damage waiver may be duplicative of coverage that the customer  
4 maintains under his or her own policy of motor vehicle insurance.

5 (3) The following is an example, for purposes of illustration  
6 and not limitation, of a notice fulfilling the requirements of  
7 paragraph (1) for a rental company that imposes liability on the  
8 renter for collision damage to the full value of the vehicle:

9  
10 “NOTICE ABOUT YOUR FINANCIAL RESPONSIBILITY  
11 AND OPTIONAL DAMAGE WAIVER  
12

13 You are responsible for all collision damage to the rented vehicle  
14 even if someone else caused it or the cause is unknown. You are  
15 responsible for the cost of repair up to the value of the vehicle,  
16 and towing, storage, and impound fees.

17 Your own insurance, or the issuer of the credit card you use to  
18 pay for the car rental transaction, may cover all or part of your  
19 financial responsibility for the rented vehicle. You should check  
20 with your insurance company, or credit card issuer, to find out  
21 about your coverage and the amount of the deductible, if any, for  
22 which you may be liable.

23 Further, if you use a credit card that provides coverage for your  
24 potential liability, you should check with the issuer to determine  
25 if you must first exhaust the coverage limits of your own insurance  
26 before the credit card coverage applies.

27 The rental company will not hold you responsible if you buy a  
28 damage waiver. But a damage waiver will not protect you if (list  
29 exceptions).”  
30

31 (A) When the above notice is printed in the rental contract or  
32 holder in which the contract is placed, the following shall be printed  
33 immediately following the notice:  
34

35 “The cost of an optional damage waiver is \$\_\_\_\_\_ for every (day  
36 or week).”  
37

38 (B) When the above notice appears on a sign, the following  
39 shall appear immediately adjacent to the notice:  
40

1 “The cost of an optional damage waiver is \$\_\_\_\_\_ to \$\_\_\_\_\_ for  
2 every (day or week), depending upon the vehicle rented.”  
3

4 (h) Notwithstanding any other provision of law, a rental  
5 company may sell a damage waiver subject to the following rate  
6 limitations for each full or partial 24-hour rental day for the damage  
7 waiver.

8 (1) For rental vehicles that the rental company designates as an  
9 “economy car,” “subcompact car,” “compact car,” or another term  
10 having similar meaning when offered for rental, or another vehicle  
11 having a manufacturer’s suggested retail price of nineteen thousand  
12 dollars (\$19,000) or less, the rate shall not exceed nine dollars  
13 (\$9).

14 (2) For rental vehicles that have a manufacturer’s suggested  
15 retail price from nineteen thousand one dollars (\$19,001) to  
16 thirty-four thousand nine hundred ninety-nine dollars (\$34,999),  
17 inclusive, and that are also either vehicles of next year’s model,  
18 or not older than the previous year’s model, the rate shall not  
19 exceed fifteen dollars (\$15). For those rental vehicles older than  
20 the previous year’s model-year, the rate shall not exceed nine  
21 dollars (\$9).

22 (i) The manufacturer’s suggested retail prices described in  
23 subdivision (h) shall be adjusted annually to reflect changes from  
24 the previous year in the Consumer Price Index. For the purposes  
25 of this section, “Consumer Price Index” means the United States  
26 Consumer Price Index for All Urban Consumers, for all items.

27 (j) A rental company that disseminates in this state an  
28 advertisement containing a rental rate shall include in that  
29 advertisement a clearly readable statement of the charge for a  
30 damage waiver and a statement that a damage waiver is optional.

31 (k) (1) A rental company shall not require the purchase of a  
32 damage waiver, optional insurance, or another optional good or  
33 service.

34 (2) A rental company shall not engage in any unfair, deceptive,  
35 or coercive conduct to induce a renter to purchase the damage  
36 waiver, optional insurance, or another optional good or service,  
37 including conduct such as, but not limited to, refusing to honor  
38 the renter’s reservation, limiting the availability of vehicles,  
39 requiring a deposit, or debiting or blocking the renter’s credit card  
40 account for a sum equivalent to a deposit if the renter declines to

1 purchase the damage waiver, optional insurance, or another  
2 optional good or service.

3 (l) (1) In the absence of express permission granted by the  
4 renter subsequent to damage to, or loss of, the vehicle, a rental  
5 company shall not seek to recover any portion of a claim arising  
6 out of damage to, or loss of, the rented vehicle by processing a  
7 credit card charge or causing a debit or block to be placed on the  
8 renter's credit card account.

9 (2) A rental company shall not engage in any unfair, deceptive,  
10 or coercive tactics in attempting to recover or in recovering on any  
11 claim arising out of damage to, or loss of, the rented vehicle.

12 (m) (1) A customer facility charge may be collected by a rental  
13 company under the following circumstances:

14 (A) Collection of the fee by the rental company is required by  
15 an airport operated by a city, a county, a city and county, a joint  
16 powers authority, a special district, or the San Diego County  
17 Regional Airport Authority formed pursuant to Division 17  
18 (commencing with Section 170000) of the Public Utilities Code.

19 (B) The fee is calculated on a per contract basis or as provided  
20 in paragraph (2).

21 (C) The fee is a user fee, not a tax imposed upon real property  
22 or an incidence of property ownership under Article XIII D of the  
23 California Constitution.

24 (D) Except as otherwise provided in subparagraph (E), the fee  
25 shall be ten dollars (\$10) per contract or the amount provided in  
26 paragraph (2).

27 (E) The fee for a consolidated rental car facility shall be  
28 collected only from customers of on-airport rental car companies.  
29 If the fee imposed by the airport is for both a consolidated rental  
30 car facility and a common-use transportation system, the fee  
31 collected from customers of on-airport rental car companies shall  
32 be ten dollars (\$10) or the amount provided in paragraph (2), but  
33 the fee imposed on customers of off-airport rental car companies  
34 who are transported on the common-use transportation system is  
35 proportionate to the costs of the common-use transportation system  
36 only. The fee is uniformly applied to each class of on-airport or  
37 off-airport customers, provided that the airport requires off-airport  
38 customers to use the common-use transportation system. For  
39 purposes of this subparagraph, "on-airport rental car company"  
40 means a rental company operating under an airport property lease

1 or an airport concession or license agreement whose customers  
2 use or will use the consolidated rental car facility and the collection  
3 of the fee as to those customers is consistent with subparagraph  
4 (C).

5 (F) Revenues collected from the fee do not exceed the reasonable  
6 costs of financing, designing, and constructing the facility and  
7 financing, designing, constructing, and operating any common-use  
8 transportation system, or acquiring vehicles for use in that system,  
9 and shall not be used for any other purpose.

10 (G) The fee is separately identified on the rental agreement.

11 (H) This paragraph does not apply to fees which are governed  
12 by Section 50474.1 of the Government Code or Section 57.5 of  
13 the San Diego Unified Port District Act.

14 (I) For any airport seeking to require rental car companies to  
15 collect an alternative customer facility charge pursuant to paragraph  
16 (2), the following provisions apply:

17 (i) Notwithstanding Section 10231.5 of the Government Code,  
18 the airport shall provide reports on an annual basis to the Senate  
19 and Assembly Committees on Judiciary detailing all of the  
20 following:

21 (I) The total amount of the customer facility charge collected.

22 (II) How the funds are being spent.

23 (III) The amount of and reason for any changes in the airport's  
24 budget or financial needs for the facility or common-use  
25 transportation system.

26 (IV) Whether airport concession fees authorized by Section  
27 1936.01 have increased since the prior report, if any.

28 (ii) (I) The airport shall complete the audit required by  
29 subparagraph (B) of paragraph (4) of subdivision (a) prior to initial  
30 collection of the customer facility charge. Notwithstanding Section  
31 10231.5 of the Government Code, copies of the audit shall be  
32 provided to the Assembly and Senate Committees on Judiciary,  
33 the Assembly Committee on Transportation, and the Senate  
34 Committee on Transportation and Housing and shall be posted on  
35 the airport's Internet Web site.

36 (II) Prior to any increase pursuant to paragraph (2), the airport  
37 shall update the information provided in the initial collection audit  
38 pursuant to subclause (I). Notwithstanding Section 10231.5 of the  
39 Government Code, copies of the updated audit shall be provided  
40 to the Assembly and Senate Committees on Judiciary, the

1 Assembly Committee on Transportation, and the Senate Committee  
2 on Transportation and Housing and shall be posted on the airport's  
3 Internet Web site.

4 (III) An audit shall be completed every three years after initial  
5 collection only if the customer facility charge is collected for the  
6 purpose of operating a common-use transportation system or to  
7 acquire vehicles for use in such a system pursuant to clause (ii) of  
8 subparagraph (A) of paragraph (4) of subdivision (a). A regularly  
9 conducted audit of airport finances that includes the customer  
10 facility charge information, that satisfies the requirements of  
11 subparagraph (B) of paragraph (4) of subdivision (a), and is  
12 produced in accordance with the generally accepted accounting  
13 principles of the Government Accounting Standards Board, shall  
14 satisfy the requirements of this subclause. This obligation shall  
15 continue until the fee authorization becomes inoperative pursuant  
16 to subparagraph (C) of paragraph (4) of subdivision (a).  
17 Notwithstanding Section 10231.5 of the Government Code, the  
18 information reported pursuant to this subclause shall be compiled  
19 into one document, shall be provided to the Assembly and Senate  
20 Committees on Judiciary, the Assembly Committee on  
21 Transportation, and the Senate Committee on Transportation and  
22 Housing and shall be posted on the airport's Internet Web site  
23 accessible to the public. The information reported shall be  
24 contained within one easily accessible page contained within the  
25 airport's Internet Web site.

26 (IV) This section shall not be construed to require an airport to  
27 audit a common-use transportation system not financed by a  
28 customer facility charge and used for the purposes permitted  
29 pursuant to clause (ii) of subparagraph (A) of paragraph (4) of  
30 subdivision (a).

31 (V) The airport shall post on the airport's Internet Web site  
32 copies of the completed audits required by this clause for a period  
33 of six years following the audit's completion.

34 (iii) Use of the bonds shall be limited to construction and design  
35 of the consolidated rental car facility, terminal modifications, and  
36 operating costs of the common-use transportation system, as  
37 specified in paragraph (4) of subdivision (a).

38 (2) Any airport may require rental car companies to collect an  
39 alternative customer facility charge under the following conditions:



1 (A) The airport first conducts a publicly noticed hearing pursuant  
2 to the Ralph M. Brown Act (Chapter 9 (commencing with Section  
3 54950) of Part 1 of Division 2 of Title 5 of the Government Code)  
4 to review the costs of financing the design and construction of a  
5 consolidated rental car facility and the design, construction, and  
6 operation of any common-use transportation system in which all  
7 of the following occur:

8 (i) The airport establishes the amount of revenue necessary to  
9 finance the reasonable cost to design and construct a consolidated  
10 rental car facility and to design, construct, and operate any  
11 common-use transportation system, or acquire vehicles for use in  
12 that system, based on evidence presented during the hearing.

13 (ii) The airport finds, based on evidence presented during the  
14 hearing, that the fee authorized in paragraph (1) will not generate  
15 sufficient revenue to finance the reasonable costs to design and  
16 construct a consolidated rental car facility and to design, construct,  
17 and operate any common-use transportation system, or acquire  
18 vehicles for use in that system.

19 (iii) The airport finds that the reasonable cost of the project  
20 requires the additional amount of revenue that would be generated  
21 by the proposed daily rate, including any rate increase, authorized  
22 pursuant to this paragraph.

23 (iv) The airport outlines each of the following:

24 (I) Steps it has taken to limit costs.

25 (II) Other potential alternatives for meeting its revenue needs  
26 other than the collection of the fee.

27 (III) The extent to which rental car companies or other  
28 businesses or individuals using the facility or common-use  
29 transportation system will pay for the costs associated with these  
30 facilities and systems other than the fee from rental customers.

31 (B) The airport may not require the fee authorized in this  
32 paragraph to be collected at any time that the fee authorized in  
33 paragraph (1) of this subdivision is being collected.

34 (C) Pursuant to the procedure set forth in this subdivision, the  
35 fee may be collected at a rate charged on a per-day basis subject  
36 to the following conditions:

37 (i) Commencing January 1, 2011, the amount of the fee may  
38 not exceed six dollars (\$6) per day.

39 (ii) Commencing January 1, 2014, the amount of the fee may  
40 not exceed seven dollars and fifty cents (\$7.50) per day.

1 (iii) Commencing January 1, 2017, and thereafter, the amount  
2 of the fee may not exceed nine dollars (\$9) per day.

3 (iv) At no time shall the fee authorized in this paragraph be  
4 collected from any customer for more than five days for each  
5 individual rental car contract.

6 (v) An airport subject to this paragraph shall initiate the process  
7 for obtaining the authority to require or increase the alternative  
8 fee no later than January 1, 2018. Any airport that obtains the  
9 authority to require or increase an alternative fee shall be authorized  
10 to continue collecting that fee until the fee authorization becomes  
11 inoperative pursuant to subparagraph (C) of paragraph (4) of  
12 subdivision (a).

13 (3) Notwithstanding any other provision of law, including, but  
14 not limited to, Part 1 (commencing with Section 6001) to Part 1.7  
15 (commencing with Section 7280), inclusive, of Division 2 of the  
16 Revenue and Taxation Code, the fees collected pursuant to this  
17 section, or another law whereby a local agency operating an airport  
18 requires a rental car company to collect a facility financing fee  
19 from its customers, are not subject to sales, use, or transaction  
20 taxes.

21 (n) (1) A rental company shall only advertise, quote, and charge  
22 a rental rate that includes the entire amount except taxes, a  
23 customer facility charge, if any, and a mileage charge, if any, that  
24 a renter must pay to hire or lease the vehicle for the period of time  
25 to which the rental rate applies. A rental company shall not charge  
26 in addition to the rental rate, taxes, a customer facility charge, if  
27 any, and a mileage charge, if any, any fee that is required to be  
28 paid by the renter as a condition of hiring or leasing the vehicle,  
29 including, but not limited to, required fuel or airport surcharges  
30 other than customer facility charges, nor a fee for transporting the  
31 renter to the location where the rented vehicle will be delivered to  
32 the renter.

33 (2) In addition to the rental rate, taxes, customer facility charges,  
34 if any, and mileage charges, if any, a rental company may charge  
35 for an item or service provided in connection with a particular  
36 rental transaction if the renter could have avoided incurring the  
37 charge by choosing not to obtain or utilize the optional item or  
38 service. Items and services for which the rental company may  
39 impose an additional charge include, but are not limited to, optional  
40 insurance and accessories requested by the renter, service charges

1 incident to the renter's optional return of the vehicle to a location  
2 other than the location where the vehicle was hired or leased, and  
3 charges for refueling the vehicle at the conclusion of the rental  
4 transaction in the event the renter did not return the vehicle with  
5 as much fuel as was in the fuel tank at the beginning of the rental.  
6 A rental company also may impose an additional charge based on  
7 reasonable age criteria established by the rental company.

8 (3) A rental company shall not charge a fee for authorized  
9 drivers in addition to the rental charge for an individual renter.

10 (4) If a rental company states a rental rate in print advertisement  
11 or in a telephonic, in-person, or computer-transmitted quotation,  
12 the rental company shall disclose clearly in that advertisement or  
13 quotation the terms of mileage conditions relating to the advertised  
14 or quoted rental rate, including, but not limited to, to the extent  
15 applicable, the amount of mileage and gas charges, the number of  
16 miles for which no charges will be imposed, and a description of  
17 geographic driving limitations within the United States and Canada.

18 (5) (A) When a rental rate is stated in an advertisement,  
19 quotation, or reservation in connection with a car rental at an airport  
20 where a customer facility charge is imposed, the rental company  
21 shall disclose clearly the existence and amount of the customer  
22 facility charge. For purposes of this subparagraph, advertisements  
23 include radio, television, other electronic media, and print  
24 advertisements. For purposes of this subparagraph, quotations and  
25 reservations include those that are telephonic, in-person, and  
26 computer-transmitted. If the rate advertisement is intended to  
27 include transactions at more than one airport imposing a customer  
28 facility charge, a range of fees may be stated in the advertisement.  
29 However, all rate advertisements that include car rentals at airport  
30 destinations shall clearly and conspicuously include a toll-free  
31 telephone number whereby a customer can be told the specific  
32 amount of the customer facility charge to which the customer will  
33 be obligated.

34 (B) If a person or entity other than a rental car company,  
35 including a passenger carrier or a seller of travel services, advertises  
36 or quotes a rate for a car rental at an airport where a customer  
37 facility charge is imposed, that person or entity shall, provided  
38 that he, she, or it is provided with information about the existence  
39 and amount of the fee, to the extent not specifically prohibited by  
40 federal law, clearly disclose the existence and amount of the fee

1 in any telephonic, in-person, or computer-transmitted quotation at  
2 the time of making an initial quotation of a rental rate and at the  
3 time of making a reservation of a rental car. If a rental car company  
4 provides the person or entity with rate and customer facility charge  
5 information, the rental car company is not responsible for the  
6 failure of that person or entity to comply with this subparagraph  
7 when quoting or confirming a rate to a third person or entity.

8 (6) If a rental company delivers a vehicle to a renter at a location  
9 other than the location where the rental company normally carries  
10 on its business, the rental company shall not charge the renter an  
11 amount for the rental for the period before the delivery of the  
12 vehicle. If a rental company picks up a rented vehicle from a renter  
13 at a location other than the location where the rental company  
14 normally carries on its business, the rental company shall not  
15 charge the renter an amount for the rental for the period after the  
16 renter notifies the rental company to pick up the vehicle.

17 (o) A rental company shall not use, access, or obtain any  
18 information relating to the renter's use of the rental vehicle that  
19 was obtained using electronic surveillance technology, except in  
20 the following circumstances:

21 (1) (A) When the equipment is used by the rental company  
22 only for the purpose of locating a stolen, abandoned, or missing  
23 rental vehicle after one of the following:

24 (i) The renter or law enforcement has informed the rental  
25 company that the vehicle is missing or has been stolen or  
26 abandoned.

27 (ii) The rental vehicle has not been returned following one week  
28 after the contracted return date, or by one week following the end  
29 of an extension of that return date.

30 (iii) The rental company discovers the rental vehicle has been  
31 stolen or abandoned, and, if stolen, it shall report the vehicle stolen  
32 to law enforcement by filing a stolen vehicle report, unless law  
33 enforcement has already informed the rental company that the  
34 vehicle is missing or has been stolen or abandoned.

35 (B) If electronic surveillance technology is activated pursuant  
36 to subparagraph (A), a rental company shall maintain a record, in  
37 either electronic or written form, of information relevant to the  
38 activation of that technology. That information shall include the  
39 rental agreement, including the return date, and the date and time  
40 the electronic surveillance technology was activated. The record

1 shall also include, if relevant, a record of written or other  
2 communication with the renter, including communications  
3 regarding extensions of the rental, police reports, or other written  
4 communication with law enforcement officials. The record shall  
5 be maintained for a period of at least 12 months from the time the  
6 record is created and shall be made available upon the renter's  
7 request. The rental company shall maintain and furnish explanatory  
8 codes necessary to read the record. A rental company shall not be  
9 required to maintain a record if electronic surveillance technology  
10 is activated to recover a rental vehicle that is stolen or missing at  
11 a time other than during a rental period.

12 (2) In response to a specific request from law enforcement  
13 pursuant to a subpoena or search warrant.

14 (3) This subdivision does not prohibit a rental company from  
15 equipping rental vehicles with GPS-based technology that provides  
16 navigation assistance to the occupants of the rental vehicle, if the  
17 rental company does not use, access, or obtain information relating  
18 to the renter's use of the rental vehicle that was obtained using  
19 that technology, except for the purposes of discovering or repairing  
20 a defect in the technology and the information may then be used  
21 only for that purpose.

22 (4) This subdivision does not prohibit a rental company from  
23 equipping rental vehicles with electronic surveillance technology  
24 that allows for the remote locking or unlocking of the vehicle at  
25 the request of the renter, if the rental company does not use, access,  
26 or obtain information relating to the renter's use of the rental  
27 vehicle that was obtained using that technology, except as  
28 necessary to lock or unlock the vehicle.

29 (5) This subdivision does not prohibit a rental company from  
30 equipping rental vehicles with electronic surveillance technology  
31 that allows the company to provide roadside assistance, such as  
32 towing, flat tire, or fuel services, at the request of the renter, if the  
33 rental company does not use, access, or obtain information relating  
34 to the renter's use of the rental vehicle that was obtained using  
35 that technology except as necessary to provide the requested  
36 roadside assistance.

37 (6) This subdivision does not prohibit a rental company from  
38 obtaining, accessing, or using information from electronic  
39 surveillance technology for the sole purpose of determining the  
40 date and time the vehicle is returned to the rental company, and

1 the total mileage driven and the vehicle fuel level of the returned  
2 vehicle. This paragraph, however, shall apply only after the renter  
3 has returned the vehicle to the rental company, and the information  
4 shall only be used for the purpose described in this paragraph.

5 (p) A rental company shall not use electronic surveillance  
6 technology to track a renter in order to impose fines or surcharges  
7 relating to the renter's use of the rental vehicle.

8 (q) A renter may bring an action against a rental company for  
9 the recovery of damages and appropriate equitable relief for a  
10 violation of this section. The prevailing party shall be entitled to  
11 recover reasonable attorney's fees and costs.

12 (r) A rental company that brings an action against a renter for  
13 loss due to theft of the vehicle shall bring the action in the county  
14 in which the renter resides or, if the renter is not a resident of this  
15 state, in the jurisdiction in which the renter resides.

16 (s) A waiver of any of the provisions of this section shall be  
17 void and unenforceable as contrary to public policy.

18 (t) (1) A rental company's disclosure requirements shall be  
19 satisfied for renters who are enrolled in the rental company's  
20 membership program if all of the following conditions are met:

21 (A) Prior to the enrollee's first rental as a participant in the  
22 program, the renter receives, in writing, the following:

23 (i) All of the disclosures required by paragraph (1) of subdivision  
24 (g), including the terms and conditions of the rental agreement  
25 then in effect.

26 (ii) An Internet Web site address, as well as a contact number  
27 or address, where the enrollee can learn of changes to the rental  
28 agreement or to the laws of this state governing rental agreements  
29 since the effective date of the rental company's most recent  
30 restatement of the rental agreement and distribution of that  
31 restatement to its members.

32 (B) At the commencement of each rental period, the renter is  
33 provided, on the rental record or the folder in which it is inserted,  
34 with a printed notice stating that he or she had either previously  
35 selected or declined an optional damage waiver and that the renter  
36 has the right to change preferences.

37 (C) At the commencement of each rental period, the rental  
38 company provides, on the rearview mirror, a hanger on which a  
39 statement is printed, in a box, in at least 12-point boldface type,  
40 notifying the renter that the collision damage waiver offered by

1 the rental company may be duplicative of coverage that the  
2 customer maintains under his or her own policy of motor vehicle  
3 insurance. If it is not feasible to hang the statement from the  
4 rearview mirror, it shall be hung from the steering wheel.

5 The hanger shall provide the renter a box to initial if he or she  
6 (not his or her employer) has previously accepted or declined the  
7 collision damage waiver and that he or she now wishes to change  
8 his or her decision to accept or decline the collision damage waiver,  
9 as follows:

10  
11 “☐ If I previously accepted the collision damage waiver, I  
12 now decline it.

13  
14 ☐ If I previously declined the collision damage waiver, I now  
15 accept it.”

16  
17 The hanger shall also provide a box for the enrollee to indicate  
18 whether this change applies to this rental transaction only or to all  
19 future rental transactions. The hanger shall also notify the renter  
20 that he or she may make that change, prior to leaving the lot, by  
21 returning the form to an employee designated to receive the form  
22 who is present at the lot where the renter takes possession of the  
23 car, to receive any change in the rental agreement from the renter.

24 (2) (A) This subdivision is not effective unless the employee  
25 designated pursuant to subparagraph (E) of paragraph (8) of  
26 subdivision (a) is actually present at the required location.

27 (B) This subdivision does not relieve the rental company from  
28 the disclosures required to be made within the text of a contract  
29 or holder in which the contract is placed; in or on an advertisement  
30 containing a rental rate; or in a telephonic, in-person, or  
31 computer-transmitted quotation or reservation.

32 (u) The amendments made to this section during the 2001–02  
33 Regular Session of the Legislature do not affect litigation pending  
34 on or before January 1, 2003, alleging a violation of Section 22325  
35 of the Business and Professions Code as it read at the time the  
36 action was commenced.

37 (v) (1) When a rental company enters into a rental agreement  
38 in the state for the rental of a vehicle to any renter who is not a  
39 resident of this country and, as part of, or associated with, the rental  
40 agreement, the renter purchases liability insurance, as defined in

subdivision (b) of Section 1758.85 of the Insurance Code, from the rental company in its capacity as a rental car agent for an authorized insurer, the rental company shall be authorized to accept, and, if served as set forth in this subdivision, shall accept, service of a summons and complaint and any other required documents against the foreign renter for any accident or collision resulting from the operation of the rental vehicle within the state during the rental period. If the rental company has a registered agent for service of process on file with the Secretary of State, process shall be served on the rental company's registered agent, either by first-class mail, return receipt requested, or by personal service.

(2) Within 30 days of acceptance of service of process, the rental company shall provide a copy of the summons and complaint and any other required documents served in accordance with this subdivision to the foreign renter by first-class mail, return receipt requested.

(3) Any plaintiff, or his or her representative, who elects to serve the foreign renter by delivering a copy of the summons and complaint and any other required documents to the rental company pursuant to paragraph (1) shall agree to limit his or her recovery against the foreign renter and the rental company to the limits of the protection extended by the liability insurance.

(4) Notwithstanding the requirements of Sections 17450 to 17456, inclusive, of the Vehicle Code, service of process in compliance with paragraph (1) shall be deemed valid and effective service.

(5) Notwithstanding any other provision of law, the requirement that the rental company accept service of process pursuant to paragraph (1) shall not create any duty, obligation, or agency relationship other than that provided in paragraph (1).

(w) This section shall remain in effect only until January 1, ~~2015~~, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, ~~2015~~, 2020, deletes or extends that date.

*SEC. 5. Section 1942.2 of the Civil Code is amended to read:*

1942.2. A tenant who has made a payment to a utility pursuant to Section 777, 777.1, 10009, 10009.1, 12822, 12822.1, 16481, or 16481.1 of the Public Utilities Code, *or to a district pursuant to Section 60371 of the Government Code*, may deduct the payment from the rent as provided in that section.



1     *SEC. 6. Section 415.46 of the Code of Civil Procedure is*  
2     *amended to read:*

3     415.46. (a) In addition to the service of a summons and  
4     complaint in an action for unlawful detainer upon a tenant and  
5     subtenant, if any, as prescribed by this article, a prejudgment claim  
6     of right to possession may also be served on any person who  
7     appears to be or who may claim to have occupied the premises at  
8     the time of the filing of the action. Service upon occupants shall  
9     be made pursuant to subdivision (c) by serving a copy of a  
10    prejudgment claim of right to possession, as specified in  
11    subdivision (f), attached to a copy of the summons and complaint  
12    at the same time service is made upon the tenant and subtenant, if  
13    any.

14    (b) Service of the prejudgment claim of right to possession in  
15    this manner shall be effected by a marshal, sheriff, or registered  
16    process server.

17    (c) (1) When serving the summons and complaint upon a tenant  
18    and subtenant, if any, the marshal, sheriff, or registered process  
19    server shall make a reasonably diligent effort to ascertain whether  
20    there are other adult occupants of the premises who are not named  
21    in the summons and complaint by inquiring of the person or  
22    persons who are being personally served, or any person of suitable  
23    age and discretion who appears to reside upon the premises,  
24    whether there are other occupants of the premises.

25    (2) If the identity of such an occupant is disclosed to the officer  
26    or process server and the occupant is present at the premises, the  
27    officer or process server shall serve that occupant with a copy of  
28    the prejudgment claim of right to possession attached to a copy of  
29    the summons and complaint. If personal service cannot be made  
30    upon that occupant at that time, service may be effected by leaving  
31    a copy of a prejudgment claim of right to possession attached to  
32    a copy of the summons and complaint addressed to that occupant  
33    with a person of suitable age and discretion at the premises, affixing  
34    the same so that it is not readily removable in a conspicuous place  
35    on the premises in a manner most likely to give actual notice to  
36    that occupant, and sending the same addressed to that occupant  
37    by first-class mail.

38    (3) In addition to the service on an identified occupant, or if no  
39    occupant is disclosed to the officer or process server, or if  
40    substituted service is made upon the tenant and subtenant, if any,

1 the officer or process server shall serve a prejudgment claim of  
2 right to possession for all other persons who may claim to occupy  
3 the premises at the time of the filing of the action by leaving a  
4 copy of a prejudgment claim of right to possession attached to a  
5 copy of the summons and complaint at the premises at the same  
6 time service is made upon the tenant and subtenant, if any, affixing  
7 the same so that it is not readily removable in a conspicuous place  
8 on the premises so that it is likely to give actual notice to an  
9 occupant, and sending the same addressed to “all occupants in care  
10 of the named tenant” to the premises by first-class mail.

11 (4) The person serving process shall state the date of service on  
12 the prejudgment claim of right to possession form. However, the  
13 absence of the date of service on the prejudgment claim of right  
14 to possession does not invalidate the claim.

15 (d) Proof of service under this section shall be filed with the  
16 court and shall include a statement that service was made pursuant  
17 to this section. Service on occupants in accordance with this section  
18 shall not alter or affect service upon the tenant or subtenant, if any.

19 (e) (1) If an owner or his or her agent has directed and obtained  
20 service of a prejudgment claim of right to possession in accordance  
21 with this section, no occupant of the premises, whether or not that  
22 occupant is named in the judgment for possession, may object to  
23 the enforcement of that judgment as prescribed in Section 1174.3.

24 (2) In any action for unlawful detainer resulting from a  
25 foreclosure sale of a rental housing unit pursuant to Section 1161a,  
26 paragraph (1) shall not limit the right of any tenant or subtenant  
27 of the property to file a prejudgment claim of right of possession  
28 pursuant to subdivision (a) of Section 1174.25 at any time before  
29 judgment, or to object to enforcement of a judgment for possession  
30 as prescribed in Section 1174.3, *regardless of whether or not* the  
31 tenant or subtenant was served with a prejudgment claim of right  
32 to possession.

33 (f) The prejudgment claim of right to possession shall be made  
34 on the following form:

1     PRINTER PLEASE NOTE: TIP-IN MATERIAL TO BE  
2     INSERTED

1

1

1

1     *SEC. 7. Section 1174.25 of the Code of Civil Procedure is*  
2     *amended to read:*

3     1174.25. (a) ~~Any~~(1) *Except as provided in paragraph (2),*  
4     *an occupant who is served with a prejudgment claim of right to*  
5     *possession in accordance with Section 415.46 may file a claim as*  
6     *prescribed in Section 415.46, with the court within 10 days of the*  
7     *date of service of the prejudgment claim to right of possession as*  
8     *shown on the return of service, which period shall include Saturday*  
9     *and Sunday but excluding all other judicial holidays. If the last*  
10    *day for filing the claim falls on a Saturday or Sunday, the filing*  
11    *period shall be extended to and including the next court day. Filing*  
12    *the prejudgment claim of right to possession shall constitute a*  
13    *general appearance for which a fee shall be collected as provided*  
14    *in Section 70614 of the Government Code. Section 68511.3 of the*  
15    *Government Code applies to the prejudgment claim of right to*  
16    *possession.*

17    (2) *In an action as described in paragraph (2) of subdivision*  
18    *(e) of Section 415.46, an occupant may file a prejudgment claim*  
19    *of right to possession at any time before judgment is entered.*

20    (b) *At the time of filing, the claimant shall be added as a*  
21    *defendant in the action for unlawful detainer and the clerk shall*  
22    *notify the plaintiff that the claimant has been added as a defendant*  
23    *in the action by mailing a copy of the claim filed with the court to*  
24    *the plaintiff with a notation so indicating. The claimant shall*  
25    *answer or otherwise respond to the summons and complaint within*  
26    *five days, including Saturdays and Sundays but excluding all other*  
27    *judicial holidays, after filing the prejudgment claim of possession.*  
28    *Thereafter, the name of the claimant shall be added to any pleading,*  
29    *filing or form filed in the action for unlawful detainer.*

30    *SEC. 8. Section 1174.3 of the Code of Civil Procedure is*  
31    *amended to read:*

32    1174.3. (a) ~~Unless~~(1) *Except as provided in paragraph (2),*  
33    *unless a prejudgment claim of right to possession has been served*  
34    *upon occupants in accordance with Section 415.46, any occupant*  
35    *not named in the judgment for possession who occupied the*  
36    *premises on the date of the filing of the action may object to*  
37    *enforcement of the judgment against that occupant by filing a claim*  
38    *of right to possession as prescribed in this section. A claim of right*  
39    *to possession may be filed at any time after service or posting of*  
40    *the writ of possession pursuant to subdivision (a) or (b) of Section*

1 715.020, up to and including the time at which the levying officer  
2 returns to effect the eviction of those named in the judgment of  
3 possession. Filing the claim of right to possession shall constitute  
4 a general appearance for which a fee shall be collected as provided  
5 in Section 70614 of the Government Code. Section 68511.3 of the  
6 Government Code applies to the claim of right to possession. An  
7 occupant or tenant who is named in the action shall not be required  
8 to file a claim of right to possession to protect that occupant's right  
9 to possession of the premises.

10 (2) *In an action as described in paragraph (2) of subdivision*  
11 *(e) of Section 415.46, an occupant may file a claim of right to*  
12 *possession at any time before judgment is entered, without regard*  
13 *to whether a prejudgment claim of right to possession has been*  
14 *served upon the occupant.*

15 (b) The court issuing the writ of possession of real property  
16 shall set a date or dates when the court will hold a hearing to  
17 determine the validity of objections to enforcement of the judgment  
18 specified in subdivision (a). An occupant of the real property for  
19 which the writ is issued may make an objection to eviction to the  
20 levying officer at the office of the levying officer or at the premises  
21 at the time of the eviction.

22 If a claim of right to possession is completed and presented to  
23 the sheriff, marshal, or other levying officer, the officer shall  
24 forthwith (1) stop the eviction of occupants at the premises, and  
25 (2) provide a receipt or copy of the completed claim of right of  
26 possession to the claimant indicating the date and time the  
27 completed form was received, and (3) deliver the original  
28 completed claim of right to possession to the court issuing the writ  
29 of possession of real property.

30 (c) A claim of right to possession is effected by any of the  
31 following:

32 (1) Presenting a completed claim form in person with  
33 identification to the sheriff, marshal, or other levying officer as  
34 prescribed in this section, and delivering to the court within two  
35 court days after its presentation, an amount equal to 15 days' rent  
36 together with the appropriate fee or form for proceeding in forma  
37 pauperis. Upon receipt of a claim of right to possession, the sheriff,  
38 marshal, or other levying officer shall indicate thereon the date  
39 and time of its receipt and forthwith deliver the original to the  
40 issuing court and a receipt or copy of the claim to the claimant and



1 notify the plaintiff of that fact. Immediately upon receipt of an  
2 amount equal to 15 days' rent and the appropriate fee or form for  
3 proceeding in forma pauperis, the court shall file the claim of right  
4 to possession and serve an endorsed copy with the notice of the  
5 hearing date on the plaintiff and the claimant by first-class mail.  
6 The court issuing the writ of possession shall set and hold a hearing  
7 on the claim not less than five nor more than 15 days after the  
8 claim is filed with the court.

9 (2) Presenting a completed claim form in person with  
10 identification to the sheriff, marshal, or other levying officer as  
11 prescribed in this section, and delivering to the court within two  
12 court days after its presentation, the appropriate fee or form for  
13 proceeding in forma pauperis without delivering the amount  
14 equivalent to 15 days' rent. In this case, the court shall immediately  
15 set a hearing on the claim to be held on the fifth day after the filing  
16 is completed. The court shall notify the claimant of the hearing  
17 date at the time the claimant completes the filing by delivering to  
18 the court the appropriate fee or form for proceeding in forma  
19 pauperis, and shall notify the plaintiff of the hearing date by  
20 first-class mail. Upon receipt of a claim of right to possession, the  
21 sheriff, marshal, or other levying officer shall indicate thereon the  
22 date and time of its receipt and forthwith deliver the original to  
23 the issuing court and a receipt or copy of the claim to the claimant  
24 and notify the plaintiff of that fact.

25 (d) At the hearing, the court shall determine whether there is a  
26 valid claim of possession by the claimant who filed the claim, and  
27 the court shall consider all evidence produced at the hearing,  
28 including, but not limited to, the information set forth in the claim.  
29 The court may determine the claim to be valid or invalid based  
30 upon the evidence presented at the hearing. The court shall  
31 determine the claim to be invalid if the court determines that the  
32 claimant is an invitee, licensee, guest, or trespasser. If the court  
33 determines the claim is invalid, the court shall order the return to  
34 the claimant of the amount of the 15 days' rent paid by the  
35 claimant, if that amount was paid pursuant to paragraph (1) or (3)  
36 of subdivision (c), less a pro rata amount for each day that  
37 enforcement of the judgment was delayed by reason of making  
38 the claim of right to possession, which pro rata amount shall be  
39 paid to the landlord. If the court determines the claim is valid, the

1 amount equal to 15 days' rent paid by the claimant shall be returned  
2 immediately to the claimant.

3 (e) If, upon hearing, the court determines that the claim is valid,  
4 then the court shall order further proceedings as follows:

5 (1) If the unlawful detainer is based upon a curable breach, and  
6 the claimant was not previously served with a proper notice, if any  
7 notice is required, then the required notice may at the plaintiff's  
8 discretion be served on the claimant at the hearing or thereafter.  
9 If the claimant does not cure the breach within the required time,  
10 then a supplemental complaint may be filed and served on the  
11 claimant as defendant if the plaintiff proceeds against the claimant  
12 in the same action. For the purposes of this section only, service  
13 of the required notice, if any notice is required, and of the  
14 supplemental complaint may be made by first-class mail addressed  
15 to the claimant at the subject premises or upon his or her attorney  
16 of record and, in either case, Section 1013 shall otherwise apply.  
17 Further proceedings on the merits of the claimant's continued right  
18 to possession after service of the Summons and Supplemental  
19 Complaint as prescribed by this subdivision shall be conducted  
20 pursuant to this chapter.

21 (2) In all other cases, the court shall deem the unlawful detainer  
22 Summons and Complaint to be amended on their faces to include  
23 the claimant as defendant, service of the Summons and Complaint,  
24 as thus amended, may at the plaintiff's discretion be made at the  
25 hearing or thereafter, and the claimant thus named and served as  
26 a defendant in the action shall answer or otherwise respond within  
27 five days thereafter.

28 (f) If a claim is made without delivery to the court of the  
29 appropriate filing fee or a form for proceeding in forma pauperis,  
30 as prescribed in this section, the claim shall be immediately deemed  
31 denied and the court shall so order. Upon the denial of the claim,  
32 the court shall immediately deliver an endorsed copy of the order  
33 to the levying officer and shall serve an endorsed copy of the order  
34 on the plaintiff and claimant by first-class mail.

35 (g) If the claim of right to possession is denied pursuant to  
36 subdivision (f), or if the claimant fails to appear at the hearing or,  
37 upon hearing, if the court determines that there are no valid claims,  
38 or if the claimant does not prevail at a trial on the merits of the  
39 unlawful detainer action, the court shall order the levying officer  
40 to proceed with enforcement of the original writ of possession of

1 real property as deemed amended to include the claimant, which  
2 shall be effected within a reasonable time not to exceed five days.  
3 Upon receipt of the court's order, the levying officer shall enforce  
4 the writ of possession of real property against any occupant or  
5 occupants.

6 (h) The claim of right to possession shall be made on the  
7 following form:

- 1 PRINTER PLEASE NOTE: TIP-IN MATERIAL TO BE
- 2 INSERTED

1

1

1     *SEC. 9. Section 1501.5 of the Code of Civil Procedure is*  
2     *amended to read:*

3     1501.5. (a) Notwithstanding any provision of law to the  
4     contrary, property received by the state under this chapter shall  
5     not permanently escheat to the state.

6     (b) The Legislature finds and declares that this section is  
7     declaratory of the existing law and sets forth the intent of the  
8     Legislature regarding the Uniform Disposition of Unclaimed  
9     Property Act (Chapter 1809, Statutes of 1959) and all amendments  
10    thereto and revisions thereof. Any opinions, rulings, orders,  
11    judgments, or other statements to the contrary by any court are  
12    erroneous and inconsistent with the intent of the Legislature.

13    (c) It is the intent of the Legislature that property owners be  
14    reunited with their property. In making changes to the unclaimed  
15    property program ~~in conjunction with the Budget Act of 2007~~, the  
16    Legislature intends to adopt a more expansive notification program  
17    that will provide all of the following:

18    (1) Notification by the state to all owners of unclaimed property  
19    prior to escheatment.

20    (2) A more expansive postescheatment policy that takes action  
21    to identify those owners of unclaimed property.

22    (3) A waiting period of not less than ~~18 months~~ *seven years*  
23    from delivery of property to the state prior to disposal of any  
24    unclaimed property deemed to have no commercial value.

25    *SEC. 10. Section 1571 of the Code of Civil Procedure is*  
26    *amended to read:*

27    1571. (a) The Controller may at reasonable times and upon  
28    reasonable notice examine the records of any person if the  
29    Controller has reason to believe that the person is a holder who  
30    has failed to report property that should have been reported  
31    pursuant to this chapter.

32    (b) When requested by the Controller, the examination shall be  
33    conducted by any licensing or regulating agency otherwise  
34    empowered by the laws of this state to examine the records of the  
35    holder. For the purpose of determining compliance with this  
36    chapter, the Commissioner of ~~Financial Institutions~~ *Business*  
37    *Oversight* is vested with full authority to examine the records of  
38    any banking organization and any savings association doing  
39    business within this state but not organized under the laws of or  
40    created in this state.

1 (c) Following a public hearing, the Controller shall adopt  
2 guidelines as to the policies and procedures governing the activity  
3 of third-party auditors who are hired by the Controller.

4 (d) Following a public hearing, the Controller shall adopt  
5 guidelines, on or before July 1, 1999, establishing forms, policies,  
6 and procedures to enable a person to dispute or appeal the results  
7 of any record examination conducted pursuant to this section.

8 *SEC. 11. Section 1987 of the Code of Civil Procedure is*  
9 *amended to read:*

10 1987. (a) Except as provided in Sections 68097.1 to 68097.8,  
11 inclusive, of the Government Code, the service of a subpoena is  
12 made by delivering a copy, or a ticket containing its substance, to  
13 the witness personally, giving or offering to the witness at the same  
14 time, if demanded by him or her, the fees to which he or she is  
15 entitled for travel to and from the place designated, and one day's  
16 attendance there. The service shall be made so as to allow the  
17 witness a reasonable time for preparation and travel to the place  
18 of attendance. The service may be made by any person. If service  
19 is to be made on a minor, service shall be made on the minor's  
20 parent, guardian, conservator, or similar fiduciary, or if one of  
21 those persons cannot be located with reasonable diligence, service  
22 shall be made on any person having the care or control of the minor  
23 or with whom the minor resides or by whom the minor is  
24 employed, and on the minor if the minor is 12 years of age or older.  
25 If the minor is alleged to come within the description of Section  
26 300, 601, or 602 of the Welfare and Institutions Code and the  
27 minor is not in the custody of a parent or guardian, regardless of  
28 the age of the minor, service also shall be made upon the designated  
29 agent for service of process at the county child welfare department  
30 or the probation department under whose jurisdiction the minor  
31 has been placed.

32 (b) In the case of the production of a party to the record of any  
33 civil action or proceeding or of a person for whose immediate  
34 benefit an action or proceeding is prosecuted or defended or of  
35 anyone who is an officer, director, ~~or~~ managing agent, *or employee*  
36 of any such party or person, the service of a subpoena upon any  
37 such witness is not required if written notice requesting the witness  
38 to attend before a court, or at a trial of an issue therein, with the  
39 time and place thereof, is served upon the attorney of that party or  
40 person. The notice shall be served at least 10 days before the time



1 required for attendance unless the court prescribes a shorter time.  
2 If entitled thereto, the witness, upon demand, shall be paid witness  
3 fees and mileage before being required to testify. The giving of  
4 the notice shall have the same effect as service of a subpoena on  
5 the witness, and the parties shall have those rights and the court  
6 may make those orders, including the imposition of sanctions, as  
7 in the case of a subpoena for attendance before the court.

8 (c) (1) If the notice specified in subdivision (b) is served at  
9 least 20 days before the time required for attendance, or within  
10 any shorter period of time as the court may order, it may include  
11 a request that the party or person bring with him or her books,  
12 documents, electronically stored information, or other things. The  
13 notice shall state the exact materials or things desired and that the  
14 party or person has them in his or her possession or under his or  
15 her control. Within five days thereafter, or any other time period  
16 as the court may allow, the party or person of whom the request  
17 is made may serve written objections to the request or any part  
18 thereof, with a statement of grounds. Thereafter, upon noticed  
19 motion of the requesting party, accompanied by a showing of good  
20 cause and of materiality of the items to the issues, the court may  
21 order production of items to which objection was made, unless the  
22 objecting party or person establishes good cause for nonproduction  
23 or production under limitations or conditions. The procedure of  
24 this subdivision is alternative to the procedure provided by Sections  
25 1985 and 1987.5 in the cases herein provided for, and no subpoena  
26 duces tecum shall be required.

27 **Subject**

28 (2) *Subject* to this subdivision, the notice provided in this  
29 subdivision shall have the same effect as is provided in subdivision  
30 (b) as to a notice for attendance of that party or person.

31 *SEC. 12. Section 2025.510 of the Code of Civil Procedure is*  
32 *amended to read:*

33 2025.510. (a) Unless the parties agree otherwise, the testimony  
34 at ~~any~~ a deposition recorded by stenographic means shall be  
35 transcribed.

36 (b) The party noticing the deposition shall bear the cost of ~~that~~  
37 *the* transcription, unless the court, on motion and for good cause  
38 shown, orders that the cost be borne or shared by another party.

1 (c) Notwithstanding subdivision (b) of Section 2025.320, any  
2 other party or the deponent, at the expense of that party or  
3 deponent, may obtain a copy of the transcript.

4 (d) If the deposition officer receives a request from a party for  
5 an original or a copy of the deposition transcript, or any portion  
6 thereof, and the full or partial transcript will be available to that  
7 party prior to the time the original or copy would be available to  
8 any other party, the deposition officer shall immediately notify all  
9 other parties attending the deposition of the request, and shall,  
10 upon request by any party other than the party making the original  
11 request, make that copy of the full or partial deposition transcript  
12 available to all parties at the same time.

13 (e) Stenographic notes of depositions shall be retained by the  
14 reporter for a period of not less than eight years from the date of  
15 the deposition, where no transcript is produced, and not less than  
16 one year from the date on which the transcript is produced. ~~Those~~  
17 *The* notes may be either on paper or electronic media, as long as  
18 it allows for satisfactory production of a transcript at any time  
19 during the periods specified.

20 (f) At the request of any other party to the action, including a  
21 party who did not attend the taking of the deposition testimony,  
22 any party who records or causes the recording of that testimony  
23 by means of audio or video technology shall promptly do both of  
24 the following:

25 (1) Permit that other party to hear the audio recording or to view  
26 the video recording.

27 (2) Furnish a copy of the audio or video recording to that other  
28 party on receipt of payment of the reasonable cost of making that  
29 copy of the recording.

30 (g) If the testimony at the deposition is recorded both  
31 stenographically; and by audio or video technology, the  
32 stenographic transcript ~~is~~ *shall be* the official record of that  
33 testimony for the purpose of the trial and any subsequent hearing  
34 or appeal.

35 (h) (1) The requesting attorney or party appearing in propria  
36 persona shall timely pay the deposition officer or the entity  
37 providing the services of the deposition officer for the transcription  
38 or copy of the transcription described in subdivision (b) or (c), and  
39 any other deposition ~~products~~ *product* or ~~services~~ *service* that ~~are~~  
40 *is* requested either orally or in writing.

1 (2) This subdivision shall apply unless responsibility for the  
2 payment is otherwise provided by law or unless the deposition  
3 officer or entity is notified in writing at the time the services or  
4 products are requested that the party or another identified person  
5 will be responsible for payment.

6 (3) This subdivision does not prohibit or supersede an agreement  
7 between an attorney and a party allocating responsibility for the  
8 payment of deposition costs to the party.

9 (4) *Unless the parties agree otherwise, if a party or a party's*  
10 *attorney disputes the reasonableness of fees charged by a*  
11 *deposition officer or an entity providing the services of a deposition*  
12 *officer for the transcription or copy of the transcription described*  
13 *in subdivision (b) or (c), or any other deposition product or service*  
14 *requested orally or in writing, the party or attorney shall file an*  
15 *independent civil action to determine the reasonableness of the*  
16 *fees.*

17 (4)

18 (5) The requesting attorney or party appearing in propria  
19 persona, upon the written request of a deposition officer who has  
20 obtained a final judgment for payment of services provided  
21 pursuant to this subdivision, shall provide to the deposition officer  
22 an address that can be used to effectuate service for the purpose  
23 of Section 708.110 in the manner specified in Section 415.10.

24 (i) For purposes of this section, "deposition product or service"  
25 means any product or service provided in connection with a  
26 deposition that qualifies as shorthand reporting, as described in  
27 Section 8017 of the Business and Professions Code, and any  
28 product or service derived from that shorthand reporting.

29 SEC. 13. Section 912 of the Evidence Code is amended to read:

30 912. (a) Except as otherwise provided in this section, the right  
31 of any person to claim a privilege provided by Section 954  
32 (lawyer-client privilege), 966 (lawyer referral service-client  
33 privilege), 980 (privilege for confidential marital communications),  
34 994 (physician-patient privilege), 1014 (psychotherapist-patient  
35 privilege), 1033 (privilege of penitent), 1034 (privilege of clergy  
36 member), 1035.8 (sexual assault counselor-victim privilege), ~~or~~  
37 1037.5 (domestic violence counselor-victim privilege), *or 1038*  
38 *(human trafficking caseworker-victim privilege)* is waived with  
39 respect to a communication protected by the privilege if any holder  
40 of the privilege, without coercion, has disclosed a significant part

1 of the communication or has consented to disclosure made by  
2 anyone. Consent to disclosure is manifested by any statement or  
3 other conduct of the holder of the privilege indicating consent to  
4 the disclosure, including failure to claim the privilege in any  
5 proceeding in which the holder has ~~the~~ legal standing and *the*  
6 opportunity to claim the privilege.

7 (b) Where two or more persons are joint holders of a privilege  
8 provided by Section 954 (lawyer-client privilege), 966 (lawyer  
9 referral service-client privilege), 994 (physician-patient privilege),  
10 1014 (psychotherapist-patient privilege), 1035.8 (sexual assault  
11 counselor-victim privilege), ~~or~~ 1037.5 (domestic violence  
12 counselor-victim privilege), *or 1038 (human trafficking*  
13 *caseworker-victim privilege)*, a waiver of the right of a particular  
14 joint holder of the privilege to claim the privilege does not affect  
15 the right of another joint holder to claim the privilege. In the case  
16 of the privilege provided by Section 980 (privilege for confidential  
17 marital communications), a waiver of the right of one spouse to  
18 claim the privilege does not affect the right of the other spouse to  
19 claim the privilege.

20 (c) A disclosure that is itself privileged is not a waiver of any  
21 privilege.

22 (d) A disclosure in confidence of a communication that is  
23 protected by a privilege provided by Section 954 (lawyer-client  
24 privilege), 966 (lawyer referral service-client privilege), 994  
25 (physician-patient privilege), 1014 (psychotherapist-patient  
26 privilege), 1035.8 (sexual assault counselor-victim privilege), ~~or~~  
27 1037.5 (domestic violence counselor-victim privilege), *or 1038*  
28 *(human trafficking caseworker-victim privilege)*, when disclosure  
29 is reasonably necessary for the accomplishment of the purpose for  
30 which the lawyer, lawyer referral service, physician,  
31 psychotherapist, sexual assault counselor, ~~or~~ domestic violence  
32 counselor, *or human trafficking caseworker* was consulted, is not  
33 a waiver of the privilege.

34 *SEC. 14. Section 1038.2 of the Evidence Code is amended to*  
35 *read:*

36 1038.2. (a) As used in this article, “victim” means any person  
37 who is a “trafficking victim” as defined in Section 236.1 *of the*  
38 *Penal Code*.

39 (b) As used in this article, “human trafficking caseworker”  
40 means any of the following:

1 (1) A person who is employed by any organization providing  
2 the programs specified in Section 18294 of the Welfare and  
3 Institutions Code, whether financially compensated or not, for the  
4 purpose of rendering advice or assistance to victims of human  
5 trafficking, who has received specialized training in the counseling  
6 of human trafficking victims, and who meets one of the following  
7 requirements:

8 (A) Has a master's degree in counseling or a related field; or  
9 has one year of counseling experience, at least six months of which  
10 is in the counseling of human trafficking victims.

11 (B) Has at least 40 hours of training as specified in this  
12 paragraph and is supervised by an individual who qualifies as a  
13 counselor under subparagraph (A), or is a psychotherapist, as  
14 defined in Section 1010. The training, supervised by a person  
15 qualified under subparagraph (A), shall include, but need not be  
16 limited to, the following areas: history of human trafficking, civil  
17 and criminal law as it relates to human trafficking, societal attitudes  
18 towards human trafficking, peer counseling techniques, housing,  
19 public assistance and other financial resources available to meet  
20 the financial needs of human trafficking victims, and referral  
21 services available to human trafficking victims. A portion of this  
22 training must include an explanation of privileged communication.

23 (2) A person who is employed by any organization providing  
24 the programs specified in Section 13835.2 of the Penal Code,  
25 whether financially compensated or not, for the purpose of  
26 counseling and assisting human trafficking victims, and who meets  
27 one of the following requirements:

28 (A) Is a psychotherapist as defined in Section 1010, has a  
29 master's degree in counseling or a related field, or has one year of  
30 counseling experience, at least six months of which is in rape  
31 assault counseling.

32 (B) Has the minimum training for human trafficking counseling  
33 required by guidelines established by the employing agency  
34 pursuant to subdivision (c) of Section 13835.10 of the Penal Code,  
35 and is supervised by an individual who qualifies as a counselor  
36 under subparagraph (A). The training, supervised by a person  
37 qualified under subparagraph (A), shall include, but not be limited  
38 to, law, victimology, counseling techniques, client and system  
39 advocacy, and referral services. A portion of this training must  
40 include an explanation of privileged communication.

(c) As used in this article, “confidential communication” means information transmitted between the victim and the caseworker in the course of their relationship and in confidence by a means which, so far as the victim is aware, discloses the information to no third persons other than those who are present to further the interests of the victim in the consultation or those to whom disclosures are reasonably necessary for the transmission of the information or an accomplishment of the purposes for which the human trafficking counselor is consulted. It includes all information regarding the facts and circumstances involving all incidences of human trafficking.

(d) As used in this article, “holder of the privilege” means the victim when he or she has no guardian or conservator, or a guardian or conservator of the victim when the victim has a guardian or conservator.

*SEC. 15. Section 504 of the Family Code is amended to read:*

504. A confidential marriage license is valid only for a period of 90 days after its issuance by the county clerk and may only be used in the county in which it was issued. clerk.

*SEC. 16. Section 2251 of the Family Code is amended to read:*

2251. (a) If a determination is made that a marriage is void or voidable and the court finds that either party or both parties believed in good faith that the marriage was valid, the court shall:

(1) Declare the party or parties to have the status of a putative spouse.

(2) If the division of property is in issue, divide, in accordance with Division 7 (commencing with Section 2500), that property acquired during the union which would have been community property or quasi-community property if the union had not been void or voidable. This property is known as “quasi-marital property”.

(b) If the court expressly reserves jurisdiction, it may make the property division at a time after the judgment.

(c) A court shall not make the orders or declarations authorized in subdivision (a) unless the party or parties that believed in good faith that the marriage was valid request the court to do so.

*SEC. 17. Section 831.7 of the Government Code is amended to read:*

831.7. (a) Neither a public entity nor a public employee is liable to any person who participates in a hazardous recreational

1 activity, including any person who assists the participant, or to any  
2 spectator who knew or reasonably should have known that the  
3 hazardous recreational activity created a substantial risk of injury  
4 to himself or herself and was voluntarily in the place of risk, or  
5 having the ability to do so failed to leave, for any damage or injury  
6 to property or persons arising out of that hazardous recreational  
7 activity.

8 (b) As used in this section, “hazardous recreational activity”  
9 means a recreational activity conducted on property of a public  
10 entity that creates a substantial, as distinguished from a minor,  
11 trivial, or insignificant, risk of injury to a participant or a spectator.

12 “Hazardous recreational activity” also means:

13 (1) Water contact activities, except diving, in places where, or  
14 at a time when, lifeguards are not provided and reasonable warning  
15 thereof has been given, or the injured party should reasonably have  
16 known that there was no lifeguard provided at the time.

17 (2) Any form of diving into water from other than a diving board  
18 or diving platform, or at any place or from any structure where  
19 diving is prohibited and reasonable warning thereof has been given.

20 (3) Animal riding, including equestrian competition, archery,  
21 bicycle racing or jumping, *bicycle motocross*, mountain bicycling,  
22 boating, cross-country and downhill skiing, hang gliding, kayaking,  
23 motorized vehicle racing, off-road motorcycling or four-wheel  
24 driving of any kind, orienteering, pistol and rifle shooting, rock  
25 climbing, rocketeering, rodeo, self-contained underwater breathing  
26 apparatus (SCUBA) diving, spelunking, skydiving, sport  
27 parachuting, paragliding, body contact sports, surfing,  
28 trampolining, tree climbing, tree rope swinging, waterskiing, white  
29 water rafting, and windsurfing. For the purposes of this subdivision,  
30 “mountain bicycling” does not include riding a bicycle on paved  
31 pathways, roadways, or sidewalks. For the purpose of this  
32 paragraph, “body contact sports” means sports in which it is  
33 reasonably foreseeable that there will be rough bodily contact with  
34 one or more participants.

35 (c) (1) Notwithstanding subdivision (a), this section does not  
36 limit liability that would otherwise exist for any of the following:

37 (A) Failure of the public entity or employee to guard or warn  
38 of a known dangerous condition or of another hazardous  
39 recreational activity known to the public entity or employee that  
40 is not reasonably assumed by the participant as inherently a part

1 of the hazardous recreational activity out of which the damage or  
2 injury arose.

3 (B) Damage or injury suffered in any case where permission to  
4 participate in the hazardous recreational activity was granted for  
5 a specific fee. For the purpose of this subparagraph, “specific fee”  
6 does not include a fee or consideration charged for a general  
7 purpose such as a general park admission charge, a vehicle entry  
8 or parking fee, or an administrative or group use application or  
9 permit fee, as distinguished from a specific fee charged for  
10 participation in the specific hazardous recreational activity out of  
11 which the damage or injury arose.

12 (C) Injury suffered to the extent proximately caused by the  
13 negligent failure of the public entity or public employee to properly  
14 construct or maintain in good repair any structure, recreational  
15 equipment or machinery, or substantial work of improvement  
16 utilized in the hazardous recreational activity out of which the  
17 damage or injury arose.

18 (D) Damage or injury suffered in any case where the public  
19 entity or employee recklessly or with gross negligence promoted  
20 the participation in or observance of a hazardous recreational  
21 activity. For purposes of this subparagraph, promotional literature  
22 or a public announcement or advertisement that merely describes  
23 the available facilities and services on the property does not in  
24 itself constitute a reckless or grossly negligent promotion.

25 (E) An act of gross negligence by a public entity or a public  
26 employee that is the proximate cause of the injury.

27 (2) Nothing in this subdivision creates a duty of care or basis  
28 of liability for personal injury or damage to personal property.

29 (d) Nothing in this section limits the liability of an independent  
30 concessionaire, or any person or organization other than the public  
31 entity, whether or not the person or organization has a contractual  
32 relationship with the public entity to use the public property, for  
33 injuries or damages suffered in any case as a result of the operation  
34 of a hazardous recreational activity on public property by the  
35 concessionaire, person, or organization.

36 *SEC. 18. Section 1456 of the Government Code is repealed.*

37 ~~1456. The official bond of the Secretary of State shall be filed~~  
38 ~~in the office of the Treasurer after it is recorded.~~

39 *SEC. 19. Section 6103.13 is added to the Government Code,*  
40 *to read:*



6103.13. *Except as otherwise provided in this chapter, a probate referee acting in his or her official capacity upon designation by the court and who performs any act authorized or required pursuant to the Probate Code shall be exempt from paying or depositing a fee for the filing of any document, paper, report, supplemental report, or objection in any proceeding that may constitute an appearance by a party to a legal proceeding.*

SEC. 20. *Section 60371 of the Government Code is amended to read:*

60371. (a) ~~Whenever~~ *If* a district furnishes residential light, heat, water, or power through a master meter, or furnishes individually metered service in a *single-family dwelling*, multiunit residential structure, mobilehome park, or farm labor camp ~~where~~ *and the owner, manager, or farm labor employer is listed by the district as the customer of record of the service*, the district shall make every good faith effort to inform the actual users of the services, *by means of written notice*, when the account is in arrears, ~~by means of a notice~~, that service will be terminated in 10 days. The *written* notice shall further inform the actual users that they have the right to become customers of the district without being required to pay the amount due on the delinquent account. *The notice shall be in English and in the languages listed in Section 1632 of the Civil Code.*

(b) The district is not required to make service available to the actual users unless each actual user agrees to the terms and conditions of service, and meets the requirements of the district's rules and tariffs. However, if one or more actual users are willing and able to assume responsibility for the ~~entire~~ *subsequent charges to the* account to the satisfaction of the district, or if there is a physical means, legally available to the district, of selectively terminating service to those actual users who have not met the requirements of the district's rules and tariffs, the district shall make service available to the actual users who have met those requirements.

(c) ~~Where~~ *If* prior service for a period of time is a condition for establishing credit with the district, residence and proof of prompt payment of rent for that period of time is a satisfactory equivalent.

(d) Any actual user who becomes a customer of the district pursuant to this section whose periodic payments, such as rental payments, include charges for residential light, heat, water, or

1 power, where these charges are not separately stated, may deduct  
2 from the periodic payment each payment period all reasonable  
3 charges paid to the district for those services during the preceding  
4 payment period.

5 *SEC. 21. Section 68631 of the Government Code is amended*  
6 *to read:*

7 68631. An initial fee waiver shall be granted by the court at  
8 any stage of the proceedings at both the appellate and trial court  
9 levels if an applicant meets the standards of eligibility and  
10 application requirements under Sections 68632 and 68633. An  
11 initial fee waiver excuses the applicant from paying fees for the  
12 first pleading or other paper, and other court fees and costs,  
13 *including assessments for court investigations under Section 1513*  
14 *or 1826 of the Probate Code*, as specified in rules adopted by the  
15 Judicial Council, unless the court orders the applicant to make  
16 partial payments under subdivision (c) of Section 68632,  
17 subdivision (d) of Section 68636, or subdivision (e) of Section  
18 68637. Under circumstances set forth in Section 68636, the court  
19 may reconsider the initial fee waiver and order the fee waiver  
20 withdrawn for future fees and costs or deny the fee waiver  
21 retroactively. At the end of the case, the court may recover fees  
22 and costs that were initially waived under circumstances set forth  
23 in Section 68637. *Upon establishment of a conservatorship or*  
24 *guardianship, the court may collect all or part of any fees waived*  
25 *pursuant to this section and Section 68632 from the estate of the*  
26 *conservatee or ward, if the court finds that the estate has the ability*  
27 *to pay the fees, or a portion thereof, immediately, over a period*  
28 *of time, or under some other equitable agreement, without using*  
29 *moneys that normally would pay for the common necessities of*  
30 *life for the applicant and the applicant's family.*

31 *SEC. 22. Section 68631.5 is added to the Government Code,*  
32 *to read:*

33 68631.5. *For purposes of this article, a conservatee, ward, or*  
34 *person for whom a conservatorship or guardianship is sought,*  
35 *shall be deemed the "applicant," and the conservator, guardian,*  
36 *or person or persons seeking to establish the conservatorship or*  
37 *guardianship shall be deemed the "petitioner." In those cases, the*  
38 *petitioner is responsible for completing all forms and providing*  
39 *all information required under this article.*

1     SEC. 23. *Section 68632 of the Government Code is amended*  
2     *to read:*

3     68632. Permission to proceed without paying court fees and  
4     costs because of an applicant's financial condition shall be granted  
5     initially to all of the following persons:

6     (a) ~~A person~~*An applicant* who is receiving public benefits under  
7     one or more of the following programs:

8     (1) Supplemental Security Income (SSI) and State  
9     Supplementary Payment (SSP) (Article 5 (commencing with  
10    Section 12200) of Chapter 3 of Part 3 of Division 9 of the Welfare  
11    and Institutions Code).

12    (2) California Work Opportunity and Responsibility to Kids  
13    Act (CalWORKs) (Chapter 2 (commencing with Section 11200)  
14    of Part 3 of Division 9 of the Welfare and Institutions Code) or a  
15    federal Tribal Temporary Assistance for Needy Families (Tribal  
16    TANF) grant program (Section 10553.25 of the Welfare and  
17    Institutions Code).

18    (3) ~~Food Stamps~~*Supplemental Nutrition Assistance Program*  
19    (Chapter 51 (commencing with Section 2011) of Title 7 of the  
20    United States Code) or ~~the California Food Assistance Program~~  
21    ~~(Chapter 10.1 (commencing with Section 18930))~~ *CalFresh*  
22    ~~(Chapter 10 (commencing with Section 18900))~~ of Part 6 of Division  
23    9 of the Welfare and Institutions Code).

24    (4) County Relief, General Relief (GR), or General Assistance  
25    (GA) (Part 5 (commencing with Section 17000) of Division 9 of  
26    the Welfare and Institutions Code).

27    (5) Cash Assistance Program for Aged, Blind, and Disabled  
28    Legal Immigrants (CAPI) (Chapter 10.3 (commencing with Section  
29    18937) of Part 6 of Division 9 of the Welfare and Institutions  
30    Code).

31    (6) In-Home Supportive Services (IHSS) (Article 7  
32    (commencing with Section 12300) of Chapter 3 of Part 3 of  
33    Division 9 of the Welfare and Institutions Code).

34    (7) Medi-Cal (Chapter 7 (commencing with Section 14000) of  
35    Part 3 of Division 9 of the Welfare and Institutions Code).

36    (b) ~~A person~~*An applicant* whose monthly income is 125 percent  
37    or less of the current poverty guidelines updated periodically in  
38    the Federal Register by the United States Department of Health  
39    and Human Services under the authority of paragraph (2) of Section  
40    9902 of Title 42 of the United States Code.

1 (c) ~~A person~~ *An applicant* who, as individually determined by  
2 the court, cannot pay court fees without using moneys that normally  
3 would pay for the common necessities of life for the applicant  
4 and the applicant's family. Only if a trial court finds that an  
5 applicant under this subdivision can pay a portion of court fees,  
6 or can pay court fees over a period of time, or under some other  
7 equitable arrangement, without using moneys that normally would  
8 pay for the common necessities of life for the applicant and the  
9 applicant's family, the court may grant a partial initial fee waiver  
10 using the notice and hearing procedures set forth in paragraph (5)  
11 of subdivision (e) of Section 68634. "Common necessities of life,"  
12 as used in this article, shall be interpreted consistently with the use  
13 of that term in paragraph (1) of subdivision (c) of Section 706.051  
14 of the Code of Civil Procedure, as that paragraph read prior to  
15 January 1, 2012.

16 (d) *A person who files a petition for appointment of a fiduciary*  
17 *in a guardianship or conservatorship, or files pleadings as the*  
18 *appointed fiduciary of a conservatee or ward, when the financial*  
19 *condition of the conservatee or ward meets the standards for a fee*  
20 *waiver pursuant to subdivision (a), (b), or (c).*

21 *SEC. 24. Section 1569.698 of the Health and Safety Code is*  
22 *amended to read:*

23 1569.698. (a) The State Fire Marshal has proposed that the  
24 State Building Standards Commission adopt building standards to  
25 provide for locked and secured perimeters in residential care  
26 facilities for the elderly that care for persons with dementia:

27 (1) It is acknowledged that these building standards will not  
28 become effective until October 1, 1996.

29 (2) It is the policy of the State Building Standards Commission  
30 that building standards be adopted exclusively into the California  
31 Building Standards Code and not into state statute.

32 (3) However, in recognition of the immediate need of residential  
33 care facilities for the elderly caring for persons with dementia to  
34 provide a secured environment, it is the intent of the Legislature  
35 that the building standards for locked and secured perimeters  
36 proposed by the State Fire Marshal for adoption in the 1994  
37 California Building Standards Code, as set forth in Section  
38 1569.699, be effective upon the date this article becomes operative.

39 (b) (1) Upon the filing of emergency regulations with the  
40 Secretary of State pursuant to subdivision (c), a residential care

1 facility for the elderly that cares for people with dementia may  
2 utilize secured perimeter fences or locked exit doors, if it meets  
3 the requirements for additional safeguards required by those  
4 regulations.

5 (2) For the purposes of this article, dementia includes  
6 Alzheimer's disease and related disorders, diagnosed by a  
7 physician, that ~~increases~~ *increase* the tendency to wander and that  
8 ~~decreases~~ *decrease* hazard awareness and the ability to  
9 communicate.

10 (3) It is the intent of the Legislature in enacting this article that  
11 residential care facilities for the elderly have options for the  
12 security of persons with dementia who are residents of those  
13 facilities that are in addition to existing security exceptions made  
14 for individual residents. It is the further intent of the Legislature  
15 that these additional options shall include the use of waivers of  
16 certain building standards relating to fire safety, to be issued by  
17 the state department with the approval of the State Fire Marshal,  
18 to permit the care of a target group of persons with dementia by  
19 means of secured perimeter fences, or the use of locked exterior  
20 doors. Each waiver request shall include a facility plan of operation  
21 that addresses elements of care to be identified by the department  
22 in regulations and demonstrates the facility's ability to meet the  
23 safety needs of persons with dementia.

24 (4) The department shall adopt regulations that ensure that staff  
25 for secured perimeter facilities receive appropriate and adequate  
26 training in the care of residents with ~~Alzheimer's disease or other~~  
27 ~~related~~ dementia.

28 (5) Nothing in this section is intended to prohibit residential  
29 care facilities for the elderly from accepting or retaining persons  
30 with dementia whose needs can be fully met using care options  
31 permitted by existing law and regulations.

32 (6) It is not the intent of the Legislature to authorize an increase  
33 in the level of care provided in a residential care facility for the  
34 elderly or to establish a supplemental rate structure based on the  
35 services provided in the facility.

36 (7) All admissions to residential care facilities for the elderly  
37 shall continue to be voluntary on the part of the resident or with  
38 the lawful consent of the resident's legal conservator.

39 (c) The department shall adopt regulations to implement  
40 subdivision (b) in accordance with those provisions of the

1 Administrative Procedure Act contained in Chapter 3.5  
2 (commencing with Section 11340) of Part 1 of Division 3 of Title  
3 2 of the Government Code. The initial adoption of any emergency  
4 regulations following the effective date of the act amending this  
5 section during the 1995–96 Regular Legislative Session shall be  
6 deemed to be an emergency and necessary for the immediate  
7 preservation of the public peace, health and safety, or general  
8 welfare. Emergency regulations adopted pursuant to this  
9 subdivision shall remain in effect for no more than 180 days.

10 (d) In addition to the security options authorized by subdivision  
11 (b), residential care facilities for the elderly that accept or retain  
12 as residents persons with dementia, and that choose to utilize the  
13 security options of egress-control devices of the time-delay type  
14 in addition to secured perimeter fences or locked exit doors, shall  
15 comply with Section 1569.699, or regulations adopted by the State  
16 Building Standards Commission, whichever is operative.

17 (e) ~~Except as specified in Article 6.5 (commencing with Section~~  
18 ~~1569.691), no~~ A residential care facility for the elderly shall *not*  
19 utilize special egress-control devices of the time-delay type, secured  
20 perimeter fences, or locked exit doors unless the facility meets the  
21 requirements of Section 1569.699 or the Building Standards  
22 Commission adopts building standards to implement this section.

23 (f) Any person who is not a conservatee and is entering a locked  
24 or secured perimeter facility pursuant to this section, shall sign a  
25 statement of voluntary entry. The facility shall retain the original  
26 statement and shall send a copy of the statement to the department.

27 *SEC. 25. Section 11163.3 of the Penal Code is amended to*  
28 *read:*

29 11163.3. (a) A county may establish an interagency domestic  
30 violence death review team to assist local agencies in identifying  
31 and reviewing domestic violence deaths, including homicides and  
32 suicides, and facilitating communication among the various  
33 agencies involved in domestic violence cases. Interagency domestic  
34 violence death review teams have been used successfully to ensure  
35 that incidents of domestic violence and abuse are recognized and  
36 that agency involvement is reviewed to develop recommendations  
37 for policies and protocols for community prevention and  
38 intervention initiatives to reduce and eradicate the incidence of  
39 domestic violence.

1 (b) For purposes of this section, “abuse” has the meaning set  
2 forth in Section 6203 of the Family Code and “domestic violence”  
3 has the meaning set forth in Section 6211 of the Family Code.

4 (c) A county may develop a protocol that may be used as a  
5 guideline to assist coroners and other persons who perform  
6 autopsies on domestic violence victims in the identification of  
7 domestic violence, in the determination of whether domestic  
8 violence contributed to death or whether domestic violence had  
9 occurred prior to death, but was not the actual cause of death, and  
10 in the proper written reporting procedures for domestic violence,  
11 including the designation of the cause and mode of death.

12 (d) County domestic violence death review teams shall be  
13 comprised of, but not limited to, the following:

- 14 (1) Experts in the field of forensic pathology.
- 15 (2) Medical personnel with expertise in domestic violence abuse.
- 16 (3) Coroners and medical examiners.
- 17 (4) Criminologists.
- 18 (5) District attorneys and city attorneys.
- 19 (6) Domestic violence shelter service staff and battered women’s  
20 advocates.
- 21 (7) Law enforcement personnel.
- 22 (8) Representatives of local agencies that are involved with  
23 domestic violence abuse reporting.
- 24 (9) County health department staff who deal with domestic  
25 violence victims’ health issues.
- 26 (10) Representatives of local child abuse agencies.
- 27 (11) Local professional associations of persons described in  
28 paragraphs (1) to (10), inclusive.

29 (e) An oral or written communication or a document shared  
30 within or produced by a domestic violence death review team  
31 related to a domestic violence death review is confidential and not  
32 subject to disclosure or discoverable by a third party. An oral or  
33 written communication or a document provided by a third party  
34 to a domestic violence death review team, or between a third party  
35 and a domestic violence death review team, is confidential and not  
36 subject to disclosure or discoverable by a third party.  
37 Notwithstanding the foregoing, recommendations of a domestic  
38 violence death review team upon the completion of a review may  
39 be disclosed at the discretion of a majority of the members of the  
40 domestic violence death review team.

(f) Each organization represented on a domestic violence death review team may share with other members of the team information in its possession concerning the victim who is the subject of the review or any person who was in contact with the victim and any other information deemed by the organization to be pertinent to the review. Any information shared by an organization with other members of a team is confidential. This provision shall permit the disclosure to members of the team of any information deemed confidential, privileged, or prohibited from disclosure by any other statute.

(g) Written and oral information may be disclosed to a domestic violence death review team established pursuant to this section. The team may make a request in writing for the information sought and any person with information of the kind described in paragraph (2) of this subdivision may rely on the request in determining whether information may be disclosed to the team.

(1) ~~No~~ An individual or agency that has information governed by this subdivision shall *not* be required to disclose information. The intent of this subdivision is to allow the voluntary disclosure of information by the individual or agency that has the information.

(2) The following information may be disclosed pursuant to this subdivision:

(A) Notwithstanding Section 56.10 of the Civil Code, medical information.

(B) Notwithstanding Section 5328 of the Welfare and Institutions Code, mental health information.

(C) Notwithstanding Section 15633.5 of the Welfare and Institutions Code, information from elder abuse reports and investigations, except the identity of persons who have made reports, which shall not be disclosed.

(D) Notwithstanding Section 11167.5 of the Penal Code, information from child abuse reports and investigations, except the identity of persons who have made reports, which shall not be disclosed.

(E) State summary criminal history information, criminal offender record information, and local summary criminal history information, as defined in Sections 11075, 11105, and 13300 of the Penal Code.

(F) Notwithstanding Section 11163.2 of the Penal Code, information pertaining to reports by health practitioners of persons



suffering from physical injuries inflicted by means of a firearm or of persons suffering physical injury where the injury is a result of assaultive or abusive conduct, and information relating to whether a physician referred the person to local domestic violence services as recommended by Section 11161 of the Penal Code.

(G) Notwithstanding Section 827 of the Welfare and Institutions Code, information in any juvenile court proceeding.

(H) Information maintained by the Family Court, including information relating to the Family Conciliation Court Law pursuant to Section 1818 of the Family Code, and Mediation of Custody and Visitation Issues pursuant to Section 3177 of the Family Code.

(I) Information provided to probation officers in the course of the performance of their duties, including, but not limited to, the duty to prepare reports pursuant to Section 1203.10 of the Penal Code, as well as the information on which these reports are based.

(J) Notwithstanding Section ~~10825~~ 10850 of the Welfare and Institutions Code, records of in-home supportive services, unless disclosure is prohibited by federal law.

(3) The disclosure of written and oral information authorized under this subdivision shall apply notwithstanding Sections 2263, 2918, 4982, and 6068 of the Business and Professions Code, or the lawyer-client privilege protected by Article 3 (commencing with Section 950) of Chapter 4 of Division 8 of the Evidence Code, the physician-patient privilege protected by Article 6 (commencing with Section 990) of Chapter 4 of Division 8 of the Evidence Code, the psychotherapist-patient privilege protected by Article 7 (commencing with Section 1010) of Chapter 4 of Division 8 of the Evidence Code, the sexual assault counselor-victim privilege protected by Article 8.5 (commencing with Section 1035) of Chapter 4 of Division 8 of the Evidence Code, ~~and~~ the domestic violence counselor-victim privilege protected by Article 8.7 (commencing with Section 1037) of Chapter 4 of Division 8 of the Evidence Code, *and the human trafficking caseworker-victim privilege protected by Article 8.8 (commencing with Section 1038) of Chapter 4 of Division 8 of the Evidence Code.*

SEC. 26. *Section 1811 of the Probate Code is amended to read:*

1811. (a) Subject to ~~Section 1813~~, *Sections 1813 and 1813.1*, the spouse, domestic partner, or an adult child, parent, brother, or sister of the proposed conservatee may nominate a conservator in the petition or at the hearing on the petition.

(b) Subject to ~~Section 1813~~, *Sections 1813 and 1813.1*, the spouse, domestic partner, or a parent of the proposed conservatee may nominate a conservator in a writing signed either before or after the petition is filed and that nomination remains effective notwithstanding the subsequent legal incapacity or death of the spouse, domestic partner, or parent.

*SEC. 27. Section 1812 of the Probate Code is amended to read:*

1812. (a) Subject to ~~Sections 1810 and 1813~~, *1810, 1813, and 1813.1*, the selection of a conservator of the person or estate, or both, is solely in the discretion of the court and, in making the selection, the court is to be guided by what appears to be for the best interests of the proposed conservatee.

(b) Subject to ~~Sections 1810 and 1813~~, *1810, 1813, and 1813.1*, of persons equally qualified in the opinion of the court to appointment as conservator of the person or estate or both, preference is to be given in the following order:

(1) The spouse or domestic partner of the proposed conservatee or the person nominated by the spouse or domestic partner pursuant to Section 1811.

(2) An adult child of the proposed conservatee or the person nominated by the child pursuant to Section 1811.

(3) A parent of the proposed conservatee or the person nominated by the parent pursuant to Section 1811.

(4) A brother or sister of the proposed conservatee or the person nominated by the brother or sister pursuant to Section 1811.

(5) Any other person or entity eligible for appointment as a conservator under this code or, if there is no person or entity willing to act as a conservator, under the Welfare and Institutions Code.

(c) The preference for any nominee for appointment under paragraphs (2), (3), and (4) of subdivision (b) is subordinate to the preference for any other parent, child, brother, or sister in that class.

*SEC. 28. Section 1813 of the Probate Code is amended to read:*

1813. (a) (1) The spouse of a proposed conservatee may not petition for the appointment of a conservator for a spouse or be appointed as conservator of the person or estate of the proposed conservatee unless the petitioner alleges in the petition for appointment as conservator, and the court finds, that the spouse is not a party to any action or proceeding against the proposed conservatee for legal separation of the parties, dissolution of

1 marriage, or adjudication of nullity of their marriage. However, if  
2 the court finds by clear and convincing evidence that the  
3 appointment of the spouse, who is a party to an action or  
4 proceeding against the proposed conservatee for legal separation  
5 of the parties, dissolution of marriage, or adjudication of nullity  
6 of their marriage, or has obtained a judgment in any of these  
7 proceedings, is in the best interests of the proposed conservatee,  
8 the court may appoint the spouse.

9 ~~Prior~~

10 (2) *Prior* to making this appointment, the court shall appoint  
11 counsel to consult with and advise the conservatee, and to report  
12 to the court his or her findings concerning the suitability of  
13 appointing the spouse as conservator.

14 (b) The spouse of a conservatee shall disclose to the conservator,  
15 or if the spouse is the conservator, shall disclose to the court, the  
16 filing of any action or proceeding against the conservatee for legal  
17 separation of the parties, dissolution of marriage, or adjudication  
18 of nullity of the marriage, within 10 days of the filing of the action  
19 or proceeding by filing a notice with the court and serving the  
20 notice according to the notice procedures under this title. The court  
21 may, upon receipt of the notice, set the matter for hearing on an  
22 order to show cause why the appointment of the spouse as  
23 conservator, if the spouse is the conservator, should not be  
24 terminated and a new conservator appointed by the court.

25 *SEC. 29. Section 2356.5 of the Probate Code is amended to*  
26 *read:*

27 2356.5. (a) The Legislature hereby finds and declares:

28 (1) That people with dementia, as defined in the last published  
29 edition of the “Diagnostic and Statistical Manual of Mental  
30 Disorders,” should have a conservatorship to serve their unique  
31 and special needs.

32 (2) That, by adding powers to the probate conservatorship for  
33 people with dementia, their unique and special needs can be met.  
34 This will reduce costs to the conservatee and the family of the  
35 conservatee, reduce costly administration by state and county  
36 government, and safeguard the basic dignity and rights of the  
37 conservatee.

38 (3) That it is the intent of the Legislature to recognize that the  
39 administration of psychotropic medications has been, and can be,  
40 abused by caregivers and, therefore, granting powers to a

1 conservator to authorize these medications for the treatment of  
2 dementia requires the protections specified in this section.

3 (b) Notwithstanding any other ~~provision of law~~, a conservator  
4 may authorize the placement of a conservatee in a secured  
5 perimeter residential care facility for the elderly operated pursuant  
6 to Section 1569.698 of the Health and Safety Code, ~~or a locked~~  
7 ~~and secured nursing facility which specializes in the care and~~  
8 ~~treatment of people with dementia pursuant to subdivision (c) of~~  
9 ~~Section 1569.691 of the Health and Safety Code~~, and which has  
10 a care plan that meets the requirements of Section ~~87724~~ 87705  
11 of Title 22 of the California Code of Regulations, upon a court's  
12 finding, by clear and convincing evidence, of all of the following:

13 (1) The conservatee has dementia, as defined in the last  
14 published edition of the "Diagnostic and Statistical Manual of  
15 Mental Disorders."

16 (2) The conservatee lacks the capacity to give informed consent  
17 to this placement and has at least one mental function deficit  
18 pursuant to subdivision (a) of Section 811, and this deficit  
19 significantly impairs the person's ability to understand and  
20 appreciate the consequences of his or her actions pursuant to  
21 subdivision (b) of Section 811.

22 (3) The conservatee needs or would benefit from a restricted  
23 and secure environment, as demonstrated by evidence presented  
24 by the physician or psychologist referred to in paragraph (3) of  
25 subdivision (f).

26 (4) The court finds that the proposed placement in a locked  
27 facility is the least restrictive placement appropriate to the needs  
28 of the conservatee.

29 (c) Notwithstanding any other ~~provision of law~~, a conservator  
30 of a person may authorize the administration of medications  
31 appropriate for the care and treatment of dementia, upon a court's  
32 finding, by clear and convincing evidence, of all of the following:

33 (1) The conservatee has dementia, as defined in the last  
34 published edition of the "Diagnostic and Statistical Manual of  
35 Mental Disorders."

36 (2) The conservatee lacks the capacity to give informed consent  
37 to the administration of medications appropriate to the care of  
38 dementia, and has at least one mental function deficit pursuant to  
39 subdivision (a) of Section 811, and this deficit or deficits  
40 significantly impairs the person's ability to understand and

1 appreciate the consequences of his or her actions pursuant to  
2 subdivision (b) of Section 811.

3 (3) The conservatee needs or would benefit from appropriate  
4 medication as demonstrated by evidence presented by the physician  
5 or psychologist referred to in paragraph (3) of subdivision (f).

6 (d) Pursuant to subdivision (b) of Section 2355, in the case of  
7 a person who is an adherent of a religion whose tenets and practices  
8 call for a reliance on prayer alone for healing, the treatment  
9 required by the conservator under subdivision (c) shall be by an  
10 accredited practitioner of that religion in lieu of the administration  
11 of medications.

12 (e) A conservatee who is to be placed in a facility pursuant to  
13 this section shall not be placed in a mental health rehabilitation  
14 center as described in Section 5675 of the Welfare and Institutions  
15 Code, or in an institution for mental disease as described in Section  
16 5900 of the Welfare and Institutions Code.

17 (f) A petition for authority to act under this section shall be  
18 governed by Section 2357, except:

19 (1) The conservatee shall be represented by an attorney pursuant  
20 to Chapter 4 (commencing with Section 1470) of Part 1.

21 (2) The conservatee shall be produced at the hearing, unless  
22 excused pursuant to Section 1893.

23 (3) The petition shall be supported by a declaration of a licensed  
24 physician, or a licensed psychologist within the scope of his or her  
25 licensure, regarding each of the findings required to be made under  
26 this section for any power requested, except that the psychologist  
27 has at least two years of experience in diagnosing dementia.

28 (4) The petition may be filed by any of the persons designated  
29 in Section 1891.

30 (g) The court investigator shall annually investigate and report  
31 to the court every two years pursuant to Sections 1850 and 1851  
32 if the conservator is authorized to act under this section. In addition  
33 to the other matters provided in Section 1851, the conservatee shall  
34 be specifically advised by the investigator that the conservatee has  
35 the right to object to the conservator's powers granted under this  
36 section, and the report shall also include whether powers granted  
37 under this section are warranted. If the conservatee objects to the  
38 conservator's powers granted under this section, or the investigator  
39 determines that some change in the powers granted under this  
40 section is warranted, the court shall provide a copy of the report

1 to the attorney of record for the conservatee. If no attorney has  
2 been appointed for the conservatee, one shall be appointed pursuant  
3 to Chapter 4 (commencing with Section 1470) of Part 1. The  
4 attorney shall, within 30 days after receiving this report, do one  
5 of the following:

6 (1) File a petition with the court regarding the status of the  
7 conservatee.

8 (2) File a written report with the court stating that the attorney  
9 has met with the conservatee and determined that the petition  
10 would be inappropriate.

11 (h) A petition to terminate authority granted under this section  
12 shall be governed by Section 2359.

13 (i) Nothing in this section shall be construed to affect a  
14 conservatorship of the estate of a person who has dementia.

15 (j) Nothing in this section shall affect the laws that would  
16 otherwise apply in emergency situations.

17 (k) Nothing in this section shall affect current law regarding the  
18 power of a probate court to fix the residence of a conservatee or  
19 to authorize medical treatment for any conservatee who has not  
20 been determined to have dementia.

21 ~~(l) (1) Until such time as the conservatorship becomes subject~~  
22 ~~to review pursuant to Section 1850, this section shall not apply to~~  
23 ~~a conservatorship established on or before the effective date of the~~  
24 ~~adoption of Judicial Council forms that reflect the procedures~~  
25 ~~authorized by this section, or January 1, 1998, whichever occurs~~  
26 ~~first.~~

27 ~~(2) Upon the adoption of Judicial Council forms that reflect the~~  
28 ~~procedures authorized by this section or January 1, 1998, whichever~~  
29 ~~occurs first, this section shall apply to any conservatorships~~  
30 ~~established after that date.~~

31 *SEC. 30. Section 6401 of the Probate Code is amended to read:*

32 6401. (a) As to community property, the intestate share of the  
33 surviving spouse is the one-half of the community property that  
34 belongs to the decedent under Section 100.

35 (b) As to quasi-community property, the intestate share of the  
36 surviving spouse is the one-half of the quasi-community property  
37 that belongs to the decedent under Section 101.

38 (c) As to separate property, the intestate share of the surviving  
39 spouse ~~or surviving domestic partner, as defined in subdivision~~  
40 ~~(b) of Section 37,~~ is as follows:

1 (1) The entire intestate estate if the decedent did not leave any  
2 surviving issue, parent, brother, sister, or issue of a deceased  
3 brother or sister.

4 (2) One-half of the intestate estate in the following cases:

5 (A) Where the decedent leaves only one child or the issue of  
6 one deceased child.

7 (B) Where the decedent leaves no issue, but leaves a parent or  
8 parents or their issue or the issue of either of them.

9 (3) One-third of the intestate estate in the following cases:

10 (A) Where the decedent leaves more than one child.

11 (B) Where the decedent leaves one child and the issue of one  
12 or more deceased children.

13 (C) Where the decedent leaves issue of two or more deceased  
14 children.

15 *SEC. 31. Section 21189.2 of the Public Resources Code is*  
16 *amended to read:*

17 21189.2. The Judicial Council shall report to the Legislature  
18 on or before January 1, ~~2015~~ 2017, on the effects of this chapter;  
19 ~~which shall include, but not be limited to, a description of the~~  
20 ~~benefits, costs, and detriments of the certification of leadership~~  
21 ~~projects pursuant to this chapter on the administration of justice.~~

22 *SEC. 32. Chapter 4.2 (commencing with Section 10830) of*  
23 *Part 2 of Division 9 of the Welfare and Institutions Code is*  
24 *repealed.*

25 *SEC. 33. No reimbursement is required by this act pursuant*  
26 *to Section 6 of Article XIII B of the California Constitution because*  
27 *a local agency or school district has the authority to levy service*  
28 *charges, fees, or assessments sufficient to pay for the program or*  
29 *level of service mandated by this act, within the meaning of Section*  
30 *17556 of the Government Code.*

31 ~~SECTION 1. Section 8214.15 of the Government Code is~~  
32 ~~amended to read:~~

33 ~~8214.15. (a) In addition to any commissioning or disciplinary~~  
34 ~~sanction, a violation of subdivision (f), (i), (l), (m), or (p) of Section~~  
35 ~~8214.1, or a willful violation of subdivision (d) of Section 8214.1,~~  
36 ~~is punishable by a civil penalty not to exceed one thousand five~~  
37 ~~hundred dollars (\$1,500).~~

38 ~~(b) In addition to any commissioning or disciplinary sanction,~~  
39 ~~a violation of subdivision (h), (j), or (k) of Section 8214.1, or a~~  
40 ~~negligent violation of subdivision (d) of Section 8214.1 is~~

1 punishable by a civil penalty not to exceed seven hundred fifty  
2 dollars (\$750).

3 (e) The civil penalty may be imposed by the Secretary of State  
4 if a hearing is not requested pursuant to Section 8214.3. If a hearing  
5 is requested, the hearing officer shall make the determination.

6 (d) Any civil penalties collected pursuant to this section shall  
7 be transferred to the General Fund. It is the intent of the Legislature  
8 that to the extent General Fund moneys are raised by penalties  
9 collected pursuant to this section, that money shall be made  
10 available to the Secretary of State's office to defray its costs of  
11 investigating and pursuing commissioning and monetary remedies  
12 for violations of the notary public law.